REPORT OF THE GOVERNMENT OF BENGAL

BENGAL TENANCY BILL, 1883.

WITH APPENDICES.

VOL. I.

Calcutta:
PRINTED AT THE BENGAL SECRETARIAT PRESS.
1883.

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REVENUE DEPARTMENT.

LAND REVENUE—No. 972T—R.

DARJEELING, { DATED THE 27TH SEPTEMBER / ISSUED THE SEPTEMBER } 1883.

FROM A. P. MACDONNELL, ESQ.,

Offg. Secretary to the Government of Bengal,

TO THE SECRETARY TO THE GOVERNMENT OF INDIA,
LEGISLATIVE DEPARTMENT.

SIR,

I AM desired by the Lieutenant-Governor to address His Excellency the Governor-General in Council on the subject of the Bengal Tenancy Bill, which was forwarded with your letter No. 110 of the 16th March 1883. The Government of India have already been advised of the publication of translations of the Bill in the *Bengali* (1), *Behar* (2), and *Urya Gazettes* (3), on the dates mentioned in the margin, and I am now to say that, with a view to give as wide publicity as possible to the proposed measure, copies of the Bill, in English, and in the Bengali, Urya, and Hindi vernaculars, were made available to all public bodies and private individuals throughout these provinces. Full publicity has thus been given to the Bill, and the result is apparent in a vast quantity of careful and detailed criticism, which cannot fail to have an effect in moulding the ultimate form of the measure. Copies of the various reports and memorials received by this Government during the last six months in connection with the Bill have been from time to time forwarded to the Government of India; but I am to take this opportunity of submitting in a collected form all the more important correspondence which has passed between this Government and those interested in the subject since Mr. Rivers Thompson assumed his present office in Bengal.

(1.) 24th April 1883.
(2.) 4th May „
(3.) 17th „ „

2. It has been recognized that the report of the Rent Commission, in itself a most exhaustive State paper, was subjected to a degree of careful criticism, unprecedented in the discussion of public questions even in this country. "No measure of late years," says the representative organ of zemindari interests in Bengal, "has attracted so much public attention as this. It has been discussed throughout the country, and representations have poured in upon Government from all quarters. The discussion which has followed the proposed Rent Bill is in marked contrast to what took place when the Rent Bill of 1859 was passed. The only representation of any note which was then submitted to Government came from the British Indian Association; but even that vigilant body did not then show sufficient activity in the matter. It contented itself with submitting a memorial to the Legislative Council. It did not then take any steps, as it has done on the present occasion, to organize public opinion on the subject. But the times have changed. The Government has now become more alive to public opinion than ever. Sir Ashley Eden has invited expressions of public opinion from all quarters. He asked district officers, both executive and judicial, to express their opinion on the Bill. He invited the public associations to discuss the Bill. He appealed to the

Nature of criticism to which the Bill has been subjected.

leading men in the districts to consider the Bill. He offered every facility in the way of discussion. He caused the Bill and the report of the Commission to be translated into Bengali, Urdu, and Hindi, and had the translations extensively circulated. He went further, and deputed Mr. Reynolds to tap the great centres of mofussil opinion. Thus ample opportunity has been given to the public for a thorough discussion of the Bill."

3. That is an accurate description of the extent to which the reports under notice had been subjected to criticism up to the early portion of 1881. Later in that year those criticisms were examined in Mr. Mackenzie's letter No. 849T of the 27th July, a valuable addition being made thereby to the literature of the subject. Afterwards the Government of India, in their despatch No. 6 of 21st March 1882, reviewed the entire discussion in its historical and economical aspects with a detail and fulness remarkable, the Lieutenant-Governor may be permitted to say, even in an enquiry which has been distinguished throughout by ability and research. It may be accepted therefore that, even before the publication of the present Bill, the information accumulated on the relations of landlord and tenant in Bengal was almost complete.

Groundlessness of complaint of secretiveness in regard to the measure made against the Government.

4. In a petition dated Calcutta, 1st July 1883, to the House of Commons, the landholders of Bengal and Behar, while acknowledging that the fullest opportunities had been given for discussing the original drafts of the Bill, complain that similar opportunities of examining the Bill finally submitted to the Government of India by this Government had been refused. This complaint is, in the Lieutenant-Governor's judgment, unreasonable. The Bill submitted by the Bengal Government for the consideration of the Government of India and the Secretary of State embodied the modifications of the Rent Commission's original draft, which seemed to Sir Ashley Eden to be called for by the ordeal of criticism through which that draft had passed. Those modifications might not have been (as in fact many were not) accepted by the Government of India, and therefore to invite criticism on them before they had been approved by that Government would have been a waste of time. The Bill now before the Council is the Rent Commission's draft moulded into its present shape by the Governments of India and Bengal in the full light of public opinion, and this Bill has now been before the public for six months. Its publication has added to the mass of information, extant on the rent question, a further voluminous expression of opinion on every point of principle and on most matters of detail. The opinions now expressed, indeed, are in many instances but repetitions of what had been said before; but this was to be expected, for the Bill in its main features is the natural outcome of the preceding discussions; while, even on such a wide subject as that in hand, there are limits to human inventiveness. The repetitions, however, are valuable as showing that little more is left to be said upon the subject. A few reports, indeed, are still expected from local bodies or individual officers; but the Lieutenant-Governor thinks it undesirable to postpone any longer the expression of his own views on the main points of the measure. With questions of detail or verbal emendations of the Bill he does not propose at present to trouble the Government of India, as ample opportunity will no doubt be afforded him, during the progress of the Bill through Select Committee, of making such communications on minor points as circumstances may require.

Necessity for speedy legislation.

5. If the Lieutenant-Governor thinks it undesirable to consider minute details on this occasion, still less does he wish to follow those advocates of the zemindari party, who question the propriety of the measure as a whole. If there really be any persons who, in the face of the overwhelming accumulation of evidence afforded by the discussions of the past ten years, still question the necessity of legislation on the broad lines of this Bill, then it is quite hopeless to expect that anything the Lieutenant-Governor could say would convince them. Recent experience in these provinces has accentuated the necessity for legislation which has already been recognized most distinctly by the zemindars themselves; and Mr. Rivers Thompson therefore hopes that no time may be lost in bringing to a close a controversy the settlement of which is essential to good administration, peace, and progress in Bengal. With these preliminary

remarks, I am now to state the views of this Government on the chief provisions of the Bill; and from the statement I shall make it will be seen that, while the Lieutenant-Governor must express dissent from some points of the measure as drafted, he is able to give it, subject to the acceptance of certain modifications, his earnest support.

6. In the first place I am to offer a few observations on the propriety of legislating for the whole of these provinces in one Bill, as the proposal to do so meets with some opposition. It will be within the knowledge of the Government of India that doubts on the point, suggested at an early stage of this discussion, were formulated by Mr. Reynolds in the note which is printed in Appendix IV, Vol. I of the report submitted by the Bengal Government in 1881; but Sir Ashley Eden, on full consideration of the subject, thought separate Bills unnecessary, believing that "if his proposals for basing the occupancy right on a broad and popular basis throughout the whole of the Lower Provinces met with approval, and if the improvements suggested by him in the law of distraint were accepted, the matters calling for exceptional treatment in connection with Behar would be practically reduced to two, viz. the disposal of claims to *zeraat* lands, and the regulation of the procedure for the regulation of rents in kind."

Proposal to legislate separately for Bengal and Behar considered.

To these remarks of his predecessor, as well as to the arguments advanced by Mr. Reynolds and others in favour of separate legislation for Bengal and for Behar, the Lieutenant-Governor has given his careful attention; and while he admits that differences do exist between both portions of these provinces in some respects, he is not prepared to say that they are such as call for divided treatment. It is true that in Bengal the demand for legislation came, in the first instance, from the landlords, who urgently pressed for increased facilities for enhancing and realizing rents, while in Behar the cry was from the ryots for protection from illegal enhancement and ejectment. It is also true that in Bengal the extent to which subinfeudation has gone produces difficulties in adjusting the mutual relations of proprietor, tenure-holder, and ryot, while in Behar those difficulties are less developed. It is further true that in some districts of Behar the system of corn-rents is far more prevalent than in the districts of Bengal Proper. But granting all this, an examination of these points of apparent difference will show that the differences are of degree, rather than of essence; while in Bengal we have well marked instances of the same evils which depress industry and disturb the public peace in the Patna Division. If ejectment, as a means of extorting enhanced rents, widely prevails in Behar, evidence is not wanting that a similar practice is in vogue even in the most forward district of Bengal. Does a Behar zemindar or thikadar attach the whole crop of the ryot to compel payment of an increased *jumma* or of legally irrecoverable arrears?—the Bengal zemindar applies corresponding pressure through suits for monthly kists, or through some other legal device, in order that he may (as one recently ventured to tell a Sub-divisional Officer) "by hook or by crook" raise the rents and break the rates. Where Behar landlords shift their ryots from field to field (as they have admitted they do) to prevent the growth of prescriptive rights, the Bengal zemindar can apply no less potent pressure, if one may judge from the "agreements" which are registered in such widely different districts as the 24-Pergunnahs and Mymensingh. In Bengal and Behar alike the efforts of landlords are directed towards the same end—enhancement of rent, prevention of the growth of tenant-right, and its destruction where it has grown up; and if in Bengal they are not so successful in their efforts as in Behar, that is not because of any dissimilarity of aim. The same evil demands the same broad line of treatments in all portions of these provinces. To prescribe every variation of detail to suit local circumstances is not within the compass of any law; these variations must be worked out in practice by the applications of the broad principles of the law to individual cases by the courts or other authorities entrusted with the administration of the Act.

7. *Chapter I.*—The negative character of the definitions of "tenure" and "ryot" has been unfavourably criticised. The difficulties in the way of a positive definition, especially those to which the Rent Commission draw attention in paragraph 20 of their report, are not ignored, but it is clear that the want of some definition

Necessity for a positive definition of 'tenure' and 'ryot.'

which might afford a presumption as to the nature of the right leads in practice to serious embarrassment from which all landlords suffer. The Board of Revenue even go the length of asserting that any "rule of thumb" procedure which would enable a tenure to be distinguished even presumptively from an occupancy holding would be a great relief to landlords, and a help to the revenue administration of the province.

Objects at which a definition of those terms should aim.

On such a question as a legal definition of this sort, the Lieutenant-Governor has much diffidence in offering any opinion; but it seems to him that there is reason for the dissatisfaction expressed with this portion of the Bill, and that a definition is more likely to avoid difficulties than the absence of any definition at all. One of the greatest difficulties to be met with in dealing with the rent question in Bengal is the question of subletting. It is possible that by accurately defining the class who, as occupancy ryots, will be entitled to sublet, that difficulty may be lessened; and, therefore, the Lieutenant-Governor would suggest that while those who retain a substantial cultivating interest in the holding should be regarded as occupancy ryots, all those owners of occupancy rights who never got possession for the *bonâ fide* purposes of cultivation, or who, having originally been cultivators, have divorced themselves from direct connection with, or responsibility for, the cultivation of the holding, should be classed as tenure-holders. It is to be remembered that the late Supreme and present High Court have declared "any tenure by title deeds or by the custom of the country, transferable by sale," to be an under-tenure (Indian Law Report, Vol. 8, page 675), while the Lieutenant-Governor understands that the courts look on persons who have not got possession for *bonâ fide* purposes of cultivation in the light of tenure-holders (9, Calcutta Law Reports, page 449). It seems therefore to Mr. Rivers Thompson that a definition on the lines he proposes would not only be in accordance with the prevailing judicial opinions on the subject, but would also establish an intelligible demarcation line between the cultivator and the mere rent-receiver, which would hold good in the great majority of, if not in all, cases. Such a definition would also have the great advantage of classing as tenure-holders mahajans and other non-agricultural purchasers of occupancy rights, whose ryots would then become 'ordinary' ryots, saved by the provisions of the Bill applicable to their class from the worst evils of rack-renting, and capable of acquiring occupancy rights in course of time.

Objections to such a definition.

In making this suggestion, the Lieutenant-Governor is not unmindful of the objection that it would tend to increase indefinitely the chain of middlemen between the proprietor and the actual cultivator. The increase, however, would be but nominal; for the non-cultivating occupancy ryot is already in fact a middleman, while middlemen, divorced from all connection with tillage, are rarely in these Provinces, owing to the pressure of population on the soil, recruited from the cultivating classes. Besides, even if middlemen are created, the condition of the actual cultivator under them would be better (if the proposals which the Lieutenant-Governor will subsequently make, be accepted) than under rack-renting occupancy ryots, who are middlemen in all but the name. Mr. Rivers Thompson is also not forgetful of the probability that such a definition as he proposes would meet with some opposition in portions of deltaic Bengal; for instance, where certain classes claim the *status* and immunities of tenure-holders, while exercising over under-tenants the power and privileges at present enjoyed by occupancy ryots. These classes would oppose a formal definition which would curtail the power they claim to exercise; and it is only right to say that their opposition seemed so formidable to Sir Richard Temple that, notwithstanding the existence of judicial decisions declaring these classes to be tenure-holders, he deemed it imprudent to provoke it by affording any protection, even in settlement proceedings, to the actual cultivators of the soil. On the other hand, the proposed definition would meet with approval, and would redress existing inconveniences in those districts where cultivation expands or contracts with the rise or fall of prices, an elastic rent system being the consequence.

A positive definition of 'tenure' and 'ryot' proposed.

Such being the objects to be provided for, the question is, what form should the definitions take? This question is, no doubt, difficult, the difficulty being in connection with the point whether an occupancy ryot may sublet his holding and still remain

a ryot. In by far the greater portion of these provinces it is, in the Lieutenant-Governor's opinion, safe to provide that a ryot who sublets a large portion of, if not his entire holding, thus divorcing himself from actual cultivation, shall be deemed to be, not a ryot, but a tenure-holder. In the less settled portions of the deltaic and frontier districts, however, subletting is the usual procedure for reclaiming land, and is rather a method of *ryotti* cultivation than an evidence of subinfeudation. In such districts, therefore, subletting of the entire holding should not operate to convert the lessor into a tenure-holder, but should be deemed consistent with the *status* of a ryot. Bearing these considerations in view, the Lieutenant-Governor submits for the consideration of the Council the following definitions which are based on those contained in the Rent Commission's Report :—

(*a.*)—A tenure means (1) a rent-paying interest in land subordinate to the interest of a proprietor and superior to that of a ryot; (2) a rent-free interest in land when a rent-paying interest in the same land exists between the proprietary interest and such rent-free interest; (3) a revenue-free or rent-free interest in land when no rent-paying interest exists between such revenue-free and rent-free interest and the proprietary interest. A tenure includes an under-tenure.

Illustrations.—A patni, dar-patni, or se-patui interest is a tenure. An ijara or dar-ijara is a tenure. An occupancy holding, which the owner does not cultivate as a ryot, is a tenure. A valid bramhotur is a tenure. A lakhiraj holding, included in a revenue-paying estate, and not entered in the register of revenue-free lands, is a tenure.

(*b.*)—A ryot or tenant means a person who cultivates land, or who occupies land for the purposes of cultivating it, or bringing it under cultivation. A person cultivates land or brings it under cultivation within the meaning of this definition, when cultivation is carried on by himself, or by the members of his family, or by his servants, or by hired labour, or by subletting a part while continuing to carry on cultivation by one or more of the preceding means in a moiety of the land.

Provided that by order duly published in the *Calcutta Gazette*, the Local Government may declare that cultivation as a ryot may be carried on within a tract to be specified in such notification by subletting the whole of the land, and may suspend or withdraw that order, and such declaration shall have the force of law.

Illustration.—Cultivation of the whole or part of an occupancy holding on the terms of a division of produce between the occupancy holder and the actual cultivator, is cultivation under a sub-lease.

(The latter illustration is meant to provide for those cases which, judging from experience, would probably be numerous, in which mahajans having bought up occupancy rights would let a portion of the land on a *nukdi*, and the remainder really on a *baoli* tenure, but ostensibly on a contract fixing portion of the produce as the wages of labour.)

I am to propose below that landlords be allowed a more summary procedure for collecting rents from tenure-holders than from ryots, while non-occupancy ryots renting land from tenure-holders be granted a more beneficial *status* than *kurfas* or under-tenants can enjoy. It is to be hoped that by these means the interests of the landlords on the one hand, and those of the actual cultivators on the other, will jointly operate in the direction of classifying as tenure-holders all owners of occupancy rights who do not actually cultivate the soil; and further that the limitations imposed on the powers of tenure-holders to rack-rent, to which reference will be made later on, will discourage the growth of the class.

Distinction between ryotti *and* khamar *land.*

8. *Chapter II.*—The provisions relating to the distinction between *khamar* and *ryotti* lands have been subjected to a good deal of criticism, the outcome of which is to confirm the Lieutenant-Governor's belief in the usefulness of those provisions, especially in Behar. It may be conceded that the chapter is not so much required in Bengal as in Behar, and that there is truth in what some critics of the measure say, that, if in Behar landlords strive to absorb *ryotti* lands into

khamar, in Bengal ryots strive to convert *khamar* into *ryotti*. In either case, however, it would seem that some provisions, such as the Bill contains, are necessary; although the Lieutenant-Governor is not prepared to say that, if enacted, they will be found as necessary, or made as much use of, in Bengal Proper as in Behar. The requirements of particular districts will, however, be sufficiently met by the discretion with which section 7 of the Bill vests the Local Government. Undoubtedly the chapter may be needed from time to time in particular tracts in Bengal, where it would prove an useful adjunct to some other provisions of the Bill; but it would probably be unnecessary to enforce it on any large scale in Bengal Proper, if landlords do not abuse their power of pre-emption by converting *ryotti* into *khamar* land. This point will be dealt with later on.

Proposals to recognize an increase in khamar land examined.

Some critics of the Bill, while admitting the necessity for the chapter, especially as regards Behar, desire to modify it so far as not to absolutely limit for ever the stock of *khamar* land. Some would allow it to be increased by the absorption of *ryotti* land; others by the reclamation of waste lands and by alluvial accretions; and a few, referring to local peculiarities of tenure, would class as *khamar* such lands as the *utbundi* lands of Nuddea. On the general principle whether *ryotti* land should be absorbed into *khamar*, the Lieutenant-Governor entertains a decided opinion in the negative. Without wishing to reduce the existing stock of the landlord's *khamar* or *zeraat* land (in which it should be distinctly understood that the lands, for instance, known as indigo *zeraats*, which are essentially ryotti are not included), Mr. Rivers Thompson believes that every consideration of law, of experience, and of expediency is against its extension. It has been affirmed that *khamar* was originally the waste unreclaimed area of the village which the zemindar was permitted to cultivate by contract for his own advantage during the term of his revenue engagement with the Government of the day, but which, as cultivators settled on it, became part of the *ryotti* land of the village. However this may be, the fact is indisputable that under the Permanent Settlement Regulation (VIII of 1793, sections 37 to 39) no land was recognized as *khamar* which was not such on the 12th August 1765, the date of the grant of the Dewani, and there is no law recognizing the creation of *khamar* land subsequent to that date. These facts afford a sufficient answer to the charge of an infringement of ancient rights, which is brought against the present proposals to define the limits of *khamar* land; and it may be added that from the facts established in other countries, of the clear line of distinction between demesne and tenemental lands, analogies* might be drawn in favour of those provisions of the Bill.

* Reports from Her Majesty's Consuls, Parts I—V, 1869-70. *See* also Mr. Justice Field's "Landholding, &c., in various countries."

If, however, it be inexpedient to permit the increase of the *khamar* area by the absorption of *ryotti* land, can the same be said of an increase through reclamation of waste lands, alluvial accretions, or lands subject to special conditions of cultivation? In the Lieutenant-Governor's opinion, the prohibition should hold good here too. In those districts where large waste areas still exist, and where there is no customary right of pasturage or easement involved, the faculty of converting waste into *khamar* might perhaps be conceded without any immediate loss to the community at large; though, looking to the over-growing importance of emigration from the more crowded tracts to those wastes, there would be ultimate loss and difficulty. In those districts, however, where the village wastes are the only pasture grounds, the case assumes a different aspect, for admittedly one of the most crying wants in these provinces is the provision of sufficient pasturage for cattle. While our Forest Department is unsuccessfully struggling with the difficulty of providing fuel and pasturage reserves that manure now used as fuel may be liberated for agricultural uses, and cattle preserved for husbandry, it would surely be unwise to hasten the absorption into the cultivated area of such limited pasturages as still remain by any such incentives as the proposals in question are calculated to afford.

It is stated by some that local custom usually classes *churs* as *khamar*, and that such a custom ought to be recognized; but the Lieutenant-Governor

must say that he does not see on what basis of right such a custom, which is opposed to positive law, could be defended. The principle guaranteed by section 4, Regulation XI of 1825, that a ryot or "any description of under-tenant whatever" has a right to an accretion to his holding, would, if properly pleaded, dispose, in the Lieutenant-Governor's opinion, of many such "customs" in a court of justice. It is well known that *churs* and alluvial accretions form large tracts of country, especially in the deltaic districts. Many of these churs are inhabited by an industrious class of resident ryots; and any custom, even if legal, which would deprive them of agrarian rights, would be indefensible on grounds of public policy or justice to individuals, and a fertile source of embarrassment to Government.

Finally, in regard to *utbundi* lands, the Lieutenant-Governor does not see that any exception to the general rule is needed. As far as he is aware, the *utbundi* tenure is only special as regards the system on which the rent is paid, and does not affect the legal attributes of the land. It is not so much that one ryot cultivates one *utbundi* holding one year, and a different ryot another year, as that rent is paid only on the extent of land actually cultivated for the year, and by measurement at harvest time according to the actual outturn of the crop. The Lieutenant-Governor understands that prescriptive rights of occupancy under Act VIII of 1869 are now actually acquired in these *utbundi* lands, and he would not by any provision impede the growth of such rights.

9. In regard to *Chapter III*, the Lieutenant-Governor is disposed to agree with those who object to classing tenants at fixed rates as necessarily tenure-holders. He would prefer to apply to them the definition already given classing them as tenure-holders or ryots as they fall within the definition of either. Mr. Rivers Thompson also agrees with the representative Associations in thinking it undesirable to retain section 28 of the Bill. Tenure-holders are, as a rule, well able to look after their own interests, and they have, in section 32 of the Bill, a means provided of compelling registration should they prefer not to await the landlord's action under section 33. It is unlikely that a tenure-holder desiring to register a transfer would be deterred from applying to the landlord under section 27 by any of the causes which may deter a ryot from tendering payment of rent. The introduction of the revenue officer, therefore, in these proceedings is unnecessary; and as the double procedure would be embarrassing, the section may well be omitted, and the same facilities to compel registration afforded to both the tenure-holder and his landlord. Parties should go to the Court were they will get final relief, unless there be a distinct advantage to be gained by a departure from this rule. The omission of section 28 from the Bill would involve modification in section 35. The words from "and determine" to "under section 27" might be omitted, and "Local Government" substituted for "Board of Revenue" in the first line.

Objection to classing ryots holding at fixed rates as necessarily tenure-holders. Registration of tenures.

10. *Chapter IV.*—The Lieutenant-Governor approves of the principal of including the law for the sale of patni taluks in the Bill, as it is essentially a part of the law of landlord and tenant in these Provinces, and as its provisions may be advantageously extended to some other classes of tenures besides those distinctively known as *patnis*. He sees no force in the objections made to this course; for there is no question of altering the substantive provisions of Regulation VIII of 1819, or of modifying it in any points of principle, or except on a few, and those unimportant, points of detail. If, however, the Regulation be now included in the Bill, it is for consideration whether the whole law should not be worked into the body of the Bill, instead of being relegated in part to a schedule. This would bring into one code the whole law upon the point relating to landlords and tenants.

Incorporation in the Bill of the procedure for sale of patni taluks.

11. *Chapter V.*—This chapter brings into prominence one of the chief features of the Bill, and has naturally received much attention. The advocates of the zemindari interest object to any expansion of the provisions of Act X of 1859; but, putting extreme partizans on one side, the Lieutenant-Governor does not

Right of occupancy. Definition of 'settled ryot.'

see that any reasonable objection is made to conferring on ryots, who have resided twelve years in the village, rights of occupancy in all lands they hold, or may hold, in that village. Considerable opposition, however, is shown to the introduction of the term "estate" into the definition, and various examples are given of the hardships which would be thereby inflicted on zemindars or tenure-holders. The basis of all the hostile criticisms on the chapter is that the "settled" ryot is not the true representative of the *khudkhast* ryot, and that, as the object of this legislation is supposed to be the rehabilitation of the *khudkhast* ryot, we go beyond the requirements of the case by introducing the "estate" into the definition, and excluding the idea of *residence* as essential to the *status* of the ryot in question. That is, in Lieutenant-Governor's opinion, a correct representation of the main objections to the definition, though in his own view it is untenable, having regard to what passed in 1859. It must be added, however, that, in a petition to the House of Commons, the Behar Landholders' Association go the length of asserting that the *khudkhast* ryot was altogether unknown to Behar at the time of the Permanent Settlement, which they say only recognized, on the one hand, proprietors of the soil, and, on the other, tenants-at-will, with no rights or privileges of any description. This extraordinary assertion of the extreme zemindari view of the Permanent Settlement has for its sole foundation the facts that the rule regarding the cancelation of *khudkhast* ryots' pottahs contained in the second clause of section 60, Regulation VIII of 1793, did not apply to Behar, and that the Court of Directors in 1819 expressed an opinion that zemindars were entitled to eject *hereditary* ryots on refusal to pay even exorbitant rents.

Erroneous views regarding the status of Behar ryots contained in the Behar Landholders' Association's petition to Parliament.

It would be tedious to enter here on an examination of the Permanent Settlement with a view to correct the serious misapprehensions of its nature and effect into which the Behar Landholders' Association have fallen. Such an examination will be found on pages 97 to 108 of the Papers on the Working and Amendment of Act X of 1859, which have recently been republished by the Government of India; and here it will be sufficient to say that the position of Behar zemindars at the time of the Permanent Settlement, so far from being the independent one now claimed by the Behar Landholders' Association, was such as to justify Mr. Shore in speaking of "the very degraded state of the proprietors in Behar compared with those in Bengal. The former, unnoticed by Government and left at the mercy of the *amils*, have in fact considered themselves proprietors only of tithe of their real estates; and assured of this when dispossessed, they have been less anxious to retain a management, which exposed them to the chance of losing a part of what they received without it." And, again, "the system of management adopted in Behar for so many years having been calculated to destroy all ideas of right in the proprietors of the soil, beyond their admitted claims to a tithe of their proprietary right, they consider all besides this at the discretion of the Government." (Minute of September 18, 1789.) The true reason why section 60, clause 2, Regulation VIII of 1793, did not apply to Behar was that written pottahs had obtained a currency in Bengal which was unknown in Behar, where the *baoli* rent system and verbal agreements had prevailed up to the latter part of the last century; that accordingly provisions for dealing with collusive pottahs, which were of use in Bengal, would have been out of place in Behar, and that the same stringent rules required to protect ryots against the powerful landholders of Bengal were uncalled for in the case of the powerless zemindars of Behar. "In Behar," says Mr. Shore, "the variations in the demands upon the ryots are not so great as in Bengal; the system of dividing the produce (*i.e. baoli* system) affords a definite rule whenever that prevails; and the regulations need not be so minute as those proposed for Bengal." (See paragraph 145 of the minute already quoted: also Harrington's Analysis, Vol. III, p. 441). If the Behar Landholders' Association had consulted the official literature on the subject, they would have been saved from the error of thinking that Behar ryots were held to have no rights by the framers of the Permanent Settlement. The whole of that literature proves beyond doubt that the ancient usages of the people were, at the time of the Permanent Settlement, less obscured in Behar than in Bengal; that the true position of zemindars as removable revenue

collectors was less open to dispute; that the cultivator's right to hold his land as long as he paid the authorized rent was less questioned; and that even the *paikhast* ryot was less known, the village margin of waste land being greater in Behar than in Bengal.

If the Behar Landholders' Association's appeal to section 60, Regulation VIII of 1793, be unfortunate, their reference to the Court of Director's Despatch of 1819 is not less so. So far from stating that in 1793 zemindars had "unlimited powers of ejectment and enhancement over all classes of ryots," as the Association assert, that Despatch is concerned with proving exactly the reverse, as is shown by the following passage from the 13th paragraph opening the discussion of "the Rights of the Peasantry":—"Although the zemindars with whom the Permanent Settlement was made are, in the Regulations respecting that arrangement, declared to be 'actual proprietors of the soil'; although their zemindaries are called landed estates, and all other holders of land denominated their under-tenants; and although, as we shall have occasion more particularly to observe in the course of this Despatch, the use of those terms, which has ever since continued current, has in practice contributed with other causes to perplex the subject of landed tenures, and thereby to impair, and thereby to destroy, the right of individuals, yet it is clear that the rights which were actually conferred on the zemindars, or which were actually recognized to exist in that class by the enactments of the Permanent Settlement, were not intended to trench upon *the rights which were possessed by the ryots.*" (the italics are the Lieutenant-Governor's). The whole tenor of the Despatch goes to show that undoubtedly the peasantry in 1793 had rights which neither the Government of the day did, nor could, alienate from them; and the passage which the Association quote, apart from its context, merely states as an "unavoidable inference" that zemindars "are authorized by the existing law (*i.e.*, by the law as understood in 1819) to oust hereditary ryots." Keeping in view the unforeseen effect on tenant right of the legislation subsequent to 1793, particularly of Regulations V of 1794 and VII of 1799, it will be seen that the Court of Directors in the passage quoted by the Association were in fact not referring to the Permanent Settlement at all, or to ryots' rights under it. And of this (if further demonstration on the point is to be given) the Behar Landholders' Association might have satisfied themselves by going a little beyond the quotation they make from the conclusion of the 53rd paragraph of the Despatch, to the commencement of the 54th. The 54th paragraph of the Despatch of 15th January 1819 runs thus:—"In the consideration of this subject it is impossible for us not to remark that consequences, the most injurious to the rights and interests of individuals, have arisen from describing those with whom the Permanent Settlement was concluded as actual proprietors of the land. This mistake, for such it is now admitted to have been, and the habit which has grown out of it in considering the payment of the ryots as rent, instead of revenue, have produced all the evils that might be expected to flow from them. They have introduced much confusion into the whole subject of landed tenures, and have given a specious colour to the pretensions of the zemindars, in acting towards persons of the other classes as if they, the zemindars, really were, in the ordinary sense of the words, the proprietors of the land, and as if the ryots had no permanent interests, but what they derive from them. * * * * * * *
It is fortunate, however, and must not be forgotten that in the same Regulation in which the Bengal Government in 1793 conferred rights upon the zemindars, apparently inconsistent with the rights of the cultivators of the soil, it reserved to itself the full power of passing such laws, as from time to time might appear necessary for the protection of the rights acknowledged to be vested in the ryots."

It did not of course require this demonstration to satisfy the Government of India that the views expressed by the Behar Landholders' Association, on the

status of zemindar and ryot in Behar in 1793, are incorrect; but the Lieutenant-Governor has thought it right that the expression of such erroneous views, by an influential body of land-owners in a petition to Parliament, should not be allowed to pass uncontradicted.

The definition of a 'settled' ryot as contained in the Bill further justified.

Returning to the objections which have been raised to the definition of a "settled ryot," the Lieutenant-Governor starts with the fullest acceptance of the principle enunciated by the Famine Commission, that it is "desirable for all parties that measures should be framed to secure the consolidation of occupancy rights, the enlargement of the numbers of those who hold under secure tenures, and the widening the limits of that security." This principle finds a fitting recognition in the constitutional acknowledgment made by the Bill that the proprietor's interest in the soil is not an absolute or exclusive one; but that, as Lord Hastings' Government admitted in their letter of the 7th October 1815, to the Court of Directors, the permanent cultivator has an "established hereditary right in the land he cultivates so long as he continues to pay the rent justly demandable from him with punctuality." This position has the Lieutenant-Governor's fullest approval as being in accordance with the ancient custom of the country, and never superseded by any act of active legislation. The customary law of these Provinces being such, the question remains whether the village in which the cultivator lives should limit and bound his rights, or whether, having once been admitted by the landlord to permanent cultivation in one part of his estate, he should not be deemed entitled to similar privileges in other portions which lie outside the village in which he may actually reside. To the question thus raised, the Lieutenant-Governor would give an affirmative answer. The interests of the community require as large an extension of fixity of tenure as is consistent with the rights of the zemindars, and the only rights which can be conceded to zemindars upon the point are those of receiving fair rents, and of assuring themselves that the persons they admit to permanent residence and cultivation within their estates are persons of good character and likely to make solvent, industrious tenants. Once assured on these points, the proprietor of an estate can have no reasonable justification for refusing to an approved tenant cultivating rights in one portion of his zemindari which he has granted to him in another. It must be remembered that the proposal under consideration has been brought forward in consequence of the evils caused by the action of the zemindars themselves in shifting their ryots from land to land to prevent the accrual of a right which the earliest regulations recognized, and Act X of 1859 distinctly affirmed.

On this question the Lieutenant-Governor would say that perhaps too much importance has been attached to the fact that the term *khudkhast* connoted, or is believed to have connoted, the idea of residence in the village in which the ryot's holding lay. The early discussions upon Act X 1859 show that residence, though generally, was not always a condition of occupancy; and at any rate it should be borne in mind that we are not now seeking to rehabilitate the *khudkhast* ryot in exactly the same status which obtained in 1793. The reasons for this are obvious. The period between 1793 and 1859 was one in which the power of the landlord had grown beyond controllable limits, and exercised an almost paramount influence dangerous to public stability and order. It was in such a state of things that the law of 1859 was passed; and as regards the position of the main body of the cultivating classes, the doubts and difficulties of the situation (which had arisen from the effacement of the ryots' rights and privileges by unchecked zemindari influence and independence) were solved by the declaration of a 12 years' occupancy as evidence of prescriptive title, that term being adopted in the Act absolutely and *without reference to residence.*

Even if Act X of 1859 had not thus introduced a "new departure" in the land law of Bengal, the changes of a century, and the indeterminate limits of villages at the time of the Permanent Settlement, forbid that we should go back

now to the consideration of a state of things which existed nearly a century ago. It is, in fact, impossible to do so, for the circumstances and conditions of the country are different; and all we can hope to do is to place the settled ryot of to-day in a position analogous to that occupied by his prototype. One of the privileges of the *khudkhast* ryot was to hold fresh land in the same village on the same tenure as the old; and as in those times, there was a large margin of waste in all villages, the resident cultivator had the fresh land at his door. There is now but little margin of waste in any village of the settled districts, and therefore the ryot, if he wants to add to his holding, cannot always succeed in doing so. That he should, however, if successful in his quest (and he can only succeed with the consent of his landlord), hold such additional land in the same estate, by the same title as his original holding, is only a rational development of an old customary law of the country to suit modern wants.

Definition of a settled ryot further considered.

In considering all that has been urged against the definition which the Bill gives of a settled ryot, Mr. Rivers Thompson regrets to find but little evidence of a conciliatory spirit on the part of zemindars. They represent, in all their statements upon the question at issue, that they, of all people, are the most anxious to retain good ryots upon their properties; but when an attempt is made to translate their expressions of good-will towards their tenantry into positive law, in accordance with the necessities of the case as demonstrated by accumulated proof, the landlords assert their right not to be bound by any law. This question of the definition of a settled ryot is a case in point. It is impossible to believe that in early times, as population grew and the margin of waste land in a village diminished, a landlord's approved tenants would not have the preference of such fresh lands as existed in neighbouring villages of the estate, or that they would hold such lands on a less secure title than attached to their lands in the parent village. It must also be remembered that, owing to the disintegrating influence of time and of the law of inheritance, the village area of to-day is frequently much smaller than the village area of a century ago; and to restrict the rights of the settled ryot to the smaller area would not be just to him nor advantageous to the public, nor in accordance with the practice which has grown up under Act X of 1859. All experience shows that the settled ryot of a village, who rarely holds more than a few acres of land, and who is therefore too poor to afford two homesteads, or any care-taker but himself and children, can never go far from his home for fresh land. This can be asserted with positive certainty of all those ryots who pay less than Rs. 20 annual rent, and they number 8,925,000 out of the 9,752,000 ryots, who, according to the Famine Commissioners, cultivate the soil of Bengal. It may be asserted, if not as positively, still with much probability, of 682,000 ryots who pay rents from Rs. 20 to Rs. 50. The residuum of ryots who may thus hold land in two villages is small; and it is not to the public benefit to discourage this substantial class of ryot; while even if a ryot of that class went 20 miles away from his village for fresh land, as some zemindars fear, he will still be well known to his landlord, who, after all, may refuse him the land. The Lieutenant-Governor must then support the definition of a settled ryot given by the Bill.

Objections to throwing on resident ryots onus of proving the 'settled' status.

While, however, the Lieutenant-Governor thus agrees with one part of the definition of a settled ryot, he desires to represent an objection to section 45 as it stands, in that it throws on the ryot the burden of proving 12 years' occupation. This provision will in most cases cause delay and inconvenience, and in some cases must result in injustice. It is here a misfortune that Bengal is so absolutely destitute of a record of rights. If we had such a record the position would be without difficulties, but in its absence there is much reason to fear continuous litigation to establish or disprove claims to a right of occupancy. When under the provisions of this Bill a record of rights is established, disputes will be impossible. But in

the long interval before that can be accomplished, we must seek by some addition to the section to meet the difficulty, and the only way which presents itself to the Lieutenant-Governor's mind is the adoption of the principle that the fact of residence or actual occupation, which can be readily ascertained, should afford a rebutable presumption that the ryot is entitled to be classed as a settled ryot. If the presumption be unfounded, the zemindar can readily rebut it, for all the materials of proof are in his office or *sherista*. No one can doubt that in the vast majority of cases the presumption will not be rebutable, and that the zemindars will not question it; and thus an enquiry into exceptional cases will alone be needed to secure to the country at large the peace and contentment which must attend on the well-defined *status* of the bulk of the agricultural population. On the other hand, an enquiry into the *status* of all resident cultivators will last a generation, and will lead to unrest, if not litigation, which should be avoided.

Necessity for barring freedom of contract.

Finally, the Lieutenant-Governor has no doubt whatever as to the necessity of that provision which disables the ryot from contracting himself out of the law. On this point there is a general agreement of opinion that, in view of the power of the zemindar and the ignorance and weakness of the ryot, such contract should be disallowed. It must not be forgotten that the provisions on this subject contained in the Bill are in harmony with the principles of the Permanent Settlement Regulation (VIII, 1793), which, in sections 57 and 58, subjected to the Collector's supervision and approval not only the *forms* of leases, but also the *rates* of rent recoverable under them.

Objection to acquisition of occupancy right by grant.

12. With regard to section 48, the Government of India will perceive from the local reports that some officers oppose the retention of the section in the Bill, because, for instance, it might be made the means of depreciating the value of an estate sold for arrears of revenue. To this view by itself the Lieutenant-Governor does not attach much importance, because the establishment of a substantial peasant proprietary should enhance, and not depreciate, the value of an estate. There are risks, however, connected with the concession of such a power, inasmuch as it might be used as a means of bargaining by zemindars with parties whom they wished to favour on receipt of valuable consideration, and of defeating the accrual of the right of occupancy of the rightful cultivator who may have been in possession for 10 or 11 years. Mr. Rivers Thompson agrees with the Hon'ble Mr. Reynolds in thinking that the occupancy right, being inherent in the status of the ryot, is not the landlord's to grant; and, further, that no necessity has been made out for introducing into the Bill a principle which is foreign to the law of Bengal.

Acquisition of occupancy right in khamar land.

13. The objections to section 49 are numerous, and the Lieutenant-Governor is disposed on the whole to admit their validity, the more so as he is in favour of preventing the absorption of *ryotti* into *khamar* land. In the course of time, when khamar lands have been surveyed and registered, there will be no difficulty in maintaining the distinction between the two classes of land; and in the Lieutenant-Governor's view, it would be advantageous to encourage the retention in the possession of zemindars of such demesne lands as they now hold. Under the existing law as interpreted by the Courts, the Lieutenant-Governor understands that, if not barred by the landlord, rights of occupancy may be acquired in *khamar*; and he would not interfere with this state of things. With this view Mr. Rivers Thompson would suggest the addition of the words "or from year to year" after the words "fixed period" in the sixth line.

Incidents of occupancy rights generally.

14. Coming now to section 50 I am to say that, while no serious objections have been made to clauses *a*, *b*, *c*, *d*, and *g*, there is great and radical divergence of opinion in regard to clauses *e* and *f*. One party predicts the worst evils from the recognition of free sale and the liberty to sublet; the other

says that freedom of sale is necessary to the ryot's prosperity, while freedom to sublet cannot be prevented. No attempt is made to reconcile conflicting interests and even the British Indian Association, the leading exponent of zemindari views, forget the admission deliberately made in their letter of 20th November 1878, that with proper safeguards they had "no objection to the proposal that the transferability of the occupancy tenure, restricted to the cultivating class, should be recognized by law."

Transferability of occupancy right by sale.

There can be no doubt that the questions of free sale and subletting are intricate and difficult, and that the welfare of the ryots in these Provinces is greatly dependent on a true solution of them. The key, however, to such solution is, in the Lieutenant-Governor's opinion, given by the Famine Commission when they say: "Though, on the whole, we regard the general concession of the power of sale of these rights to be expedient, and ultimately almost avoidable, the immediate course to be followed by the Government must, no doubt, be to a great extent governed by local custom. Where the custom has grown up, and the tenants are in the habit of selling or mortgaging their rights in land, it should certainly be recognized by the law; but where it has not, it may be questioned whether the law should move in advance of the feelings and wishes of the people." The question, then, which the Lieutenant-Governor has to answer is this: Has the custom of free sale of occupancy rights attained such a growth and stability throughout these Provinces that it may now be safely recognized by law?

Having given the matter his most careful attention, the Lieutenant-Governor believes that the weight of argument and fact is in favour of legislation in the direction indicated by the Bill; and he accordingly would recognize the transferability of the ryot's occupancy right throughout these Provinces. It may be accepted that freedom of transfer was not an incident of the *khudkhast* ryot's holding; and the Lieutenant-Governor is not unmindful of the fact that in Jhansi, in the Deccan, to some extent in the Sonthal Pergunnahs, and possibly in other parts of India, free sale has had evil results on a thriftless peasantry. If he had to deal with the question as one of mere theory, Mr. Rivers Thompson would probably not remain uninfluenced by its historical aspect, and by the dangers of vesting a population with transferable rights of property before habits of thrift among them had been fully confirmed. But the Lieutenant-Governor has here to deal with a question, not of theory, but of actual practice. It is here not a matter of "introducing a source of temporary prosperity," and encouraging an "increase of thriftlessness on the one hand, and of greed on the other," as was the case in the Dekhan, but of confirming and recognizing a growing custom, to which the needs of the country have spontaneously given birth, and which has so far produced no evil results.

Statistics of sales of occupancy right.

It is true, indeed, that the Behar Landholders' Association, in the petition to Parliament which has been already noticed, assert that "in Behar there is no such custom (as sale of occupancy rights), nor is it even pretended that there is such a custom." That assertion, however, is certainly incorrect. It may indeed be said that if one point had been during these discussions more strongly insisted upon than another by Behar officers, it was this—that the transferability of occupancy rights was a growing custom in Behar, of which every man in the Province, who knew anything of agrarian matters, was well aware. On page 370, Vol. II of the Rent Commission's Report, statistics are given showing that 410 occupancy rights *exclusive* of 445 *guzastu* tenures, were sold in Behar courts, *in execution of decrees* during the single year 1878-79. That fact alone, which should have been within the knowledge of the Association, sufficiently refutes the assertion made in the Petition to Parliament; but in order still further to demonstrate its inaccuracy, as well as to furnish the basis for future argument in the course of this letter, the Lieutenant-Governor will quote the following statistics of private sales of occupancy

rights from the Appendix to the published Report on the Registration Department in Bengal for 1881-82, which is the latest authoritative information available on the subject:—

Statement shewing the number and value of Ryotti holdings transferred by registered deeds of sale in each Registration District of the Lower Provinces of the Bengal Presidency for the year 1881-82.

Districts	RYOTTI HOLDINGS AT FIXED RATES.									RYOTTI HOLDINGS WITH RIGHT OF OCCUPANCY.								
	Number of transactions.	Purchasers.					Annual rent payable to landlord.	Purchase-money.	Number of years' purchase.	Number of transactions.	Purchasers.					Annual rent payable to landlord.	Purchase-money.	Number of years' purchase.
		Mahajuns, traders, or money-lenders.	Zemindars. Landlord of the holding transferred.	Zemindars. Zemindar or landlord of holding other than that transferred.	Ryots.	Others, including unspecified.					Mahajuns, traders, or money-lenders.	Zemindars. Landlord of the holding transferred.	Zemindars. Zemindar or landlord of holding other than that transferred.	Ryots.	Others, including unspecified.			
1	1a	2	3	4	5	6	7	8	9	1a	2	3	4	5	6	7	8	9
Bengal.							Rs. A. P.	Rs.								Rs. A. P.	Rs.	
Burdwan	1,107	162	35	67	350	439	10,188 5 0	1,06,333	10·4	2,361	329	22	65	1,432	542	17,250 1 0	1,66,422	9·6
Bankoora	1,348	417	17	53	605	257	10,755 9 4	1,27,316	11·8	867	240	7	25	453	162	6,384 13 6	53,999	8·4
Beerbhoom	390	28	5	14	269	80	2,400 0 0	30,703	12·7	1,667	141	18	54	1,340	154	13,581 0 0	95,065	6·9
Midnapore	1,207	550	13	36	467	263	8,658 10 1	94,808	10·9	4,514	1,692	72	51	1,961	698	22,937 6 10	2,69,323	11·7
Hooghly	445	85	12	13	178	165	4,070 3 0	31,017	7·6	1,389	306	17	52	475	514	10,420 0 4	1,33,010	6·3
Howrah	850	238	10	40	142	411	10,610 0 0	3,03,313	28·5	330	68	3	12	146	105	5,217 0 0	28,256	5·4
24-Pergunnahs	1,657	230	29	106	804	1,004	37,151 10 10	2,44,938	6·5	797	93	28	40	421	321	14,866 10 9	2,23,613	15
Nuddea	894	236	19	63	335	243	14,700 7 8	84,460	5·7	553	170	10	17	198	152	7,672 0 0	40,204	5·2
Jessore	1,823	102	28	56	1,333	450	25,248 0 0	1,27,445	5	1,319	121	19	39	806	375	15,645 0 0	69,259	4·4
Moorshedabad	753	92	35	51	368	283	5,055 6 8	51,236	10·1	907	119	23	31	482	250	6,241 18 1	51,225	8·2
Dinagepore	208	11	1	2	227	17	2,129 6 0	28,405	13·3	1,202	57	4	14	978	149	10,560 0 0	1,25,410	11·8
Rajshahye	69	16	2	7	23	24	979 7 1	11,063	11·3	147	32	3	4	59	49	2,115 8 0	10,579	5
Rungpore	230	17	96	9	199	11	3,721 13 7	34,179	9·1	2,285	77	86	123	2,027	54	25,433 9 9	1,75,825	6·9
Bogra	9	2	...	2	5	...	223 0 0	3,067	13·7	316	17	...	84	193	22	2,590 0 0	17,528	6·7
Pubna	207	50	1	27	79	54	1,771 0 0	18,259	10·3	364	47	7	47	214	60	2,132 0 0	21,311	9·9
Darjeeling	.....	...	...	...	...	...	.....	.....	...	.....	...	...	...	...	...	.....	.....	.....
Julpigoree	5	...	...	2	3	...	167 0 0	135	·7	4	...	...	1	2	1	22 7 0	448	20·3
Dacca	130	23	2	29	46	30	640 6 10	22,472	35·1	1,242	79	27	61	951	166	4,408 4 7	70,429	15·9
Furreedpore	197	8	8	35	125	55	1,614 0 0	12,028	7·4	900	30	11	90	706	242	4,924 0 0	41,093	8·3
Backergunge	1,904	161	11	190	1,060	696	38,823 4 10	1,36,159	3·5	141	11	10	35	53	41	1,658 0 9	8,361	5
Mymensingh	157	20	8	42	75	37	792 4 10	18,834	23·7	640	55	29	77	721	186	4,008 11 9	56,588	14·1
Tipperah	149	27	7	20	138	31	1,515 3 0	11,022	7·3	3,046	22	7	46	2,392	716	14,329 15 0	1,31,817	9·1
Chittagong	614	40	16	43	112	417	2,985 1 1	34,908	11·7	108	3	...	8	18	90	864 12 0	9,372	10·8
Noakholly	948	73	24	485	164	505	9,710 0 0	63,082	6·4	460	34	31	153	316	65	5,425 0 0	22,931	4·2
Behar.																		
Patna	89	3	8	42	36	2	1,369 4 3	16,835	12·2	82	1	11	19	41	12	725 4 7	14,264	17·9
Gya	19	4	6	2	7	2	176 1 6	2,687	15·2	79	6	13	8	42	10	109 2 0	5,787	53
Shahabad	639	41	60	80	509	36	7,001 6 2	3,08,388	43·8	10	5	...	3	3	...	267 15 6	2,479	9·6
Mozufferpore	23	1	25	2	6	1	175 12 3	3,741	21·3	491	61	33	137	217	25	3,916 8 8	69,635	17·7
Durbhunga	97	4	3	28	49	15	823 12 9	8,706	10·5	99	16	21	21	33	5	678 8 8	7,085	10·4
Sarun	162	12	2	17	119	17	980 7 0	16,620	16·9	59	4	...	11	48	14	499 5 6	8,698	17·4
Chumparun	42	17	...	4	21	...	199 2 1	3,602	18·1	61	13	2	2	39	5	138 2 9	5,128	37·1
Monghyr	242	49	31	41	107	26	3,783 10 10	37,681	9·9	197	46	4	47	92	20	2,275 9 2	20,591	
Bhagulpore	133	25	16	3	57	32	1,535 9 0	10,527	6·9	197	36	7	5	127	22	1,065 1 7	15,31	
Purneah	3	2	...	1	...	...	185 2 0	394	2·1	880	138	4	16	733	55	7,628 14 4	69,32	
Maldah	66	34	...	2	7	23	1,695 7 4	8,877	5·2	1,288	72	1	3	1,204	8	2,359 3 4	85,10	
Sonthal Pergunnahs ...	371	103	12	6	254	...	2,732 0 0	24,168	8·8	2,982	986	16	36	1,837	131	21,516 0 0	1,56,35	
Orissa.																		
Cuttack	97	18	6	14	19	39	456 3 7	9,029	19·8	7	1	1	1	1	3	9 14 1	233	
Poorie	232	27	...	61	97	55	768 15 10	14,801	19·2	407	108	...	40	248	100	1,440 6 1	37,923	
Balasore	53	17	...	4	19	15	229 9 8	2,733	11·9	26	5	1	3	16	4	47 7 0	747	
Chota Nagpore.																		
Hazaribagh	7	5	...	...	3	...	1,300 11 6	3,924	3	11	9	...	...	5	1	350 10 9	2,489	
Lohardugga	9	3	2	...	5	1	158 4 0	1,800	11·3	21	10	2	2	7	1	54 12 0	3,718	
Singbhoom	.....	..	...	...	...	...	.....	.....	...	3	...	...	1	...	2	14 10 0	144	
Manbhoom	98	14	...	43	66	17	508 0 0	11,657	22·9	216	9	7	2	164	41	1,525 2 0	16,089	
Grand Total ...	17,833	2,987	550	1,710	8,389	5,740	2,17,739 10 7	20,82,000	9·5	32,633	5,351	558	1,472	21,203	5,522	2,53,289 12 5	23,30,168	

These statistics prove that not only in every district of Behar, but in every district of these Provinces (except Darjeeling, where altogether exceptional conditions prevail) occupancy rights are now more or less freely sold as a matter of private agreement without objection on the landlord's part, and we know from independent evidence that many of the districts in which the custom seems most firmly established are those in which ryots are best off. It is true that about 16 per cent. of the purchasers of occupancy rights are mahajuns; and this is a fact which has created misgivings as to the ultimate effect of formally recognizing the transferable character of occupanc rights. That is a danger, however for which it is believed some provisio

has been made in the earlier portions of this letter, and with which I am to deal at greater length further on. Here I am to observe that it is now quite too late for landlords to object to a custom which already seems, without any opposition on their part, to have taken root in the agrarian economy of the Province.

Although, however, landlords may be out of court in their objections to the recognition of the freedom of sale of occupancy rights, this question remains—Is it desirable to give to the custom generally the formal sanction of the law, and if not generally, then to what extent? The Lieutenant-Governor has no doubt whatever that the law may recognize free sale throughout Bengal, and if he had doubts on the question as it affects Behar, those doubts would have been removed by the unanimity of impartial local opinion in favour of the proposal, and by the evidence afforded not only by the registration statistics referred to above, but by the following figured statement of the extent to which occupancy rights in Behar were sold during the last three years in execution of decrees in the various Civil Courts :—

Sales of occupancy holdings in the districts of the Patna Division, in execution of decrees, during the years 1881, 1882, *and* 1883.

Districts.	1880.		1881.		1882.	
	Number of holdings.	Selling price.	Number of holdings.	Selling price.	Number of holdings.	Selling price.
		Rs.		Rs.		Rs.
Patna*	72	9,627	71	7,667	97	14,456
Gya	93	8,076	82	1,209	57	4,875
Shahabad	696*	11,988	924*	23,933	1,174*	10,722
Sarun	247	3,610	291	3,150	460	13,565
Chumparun	132	2,416	145	2,310	141	2,559
Durbhunga	843	13,403	1,628	15,286	1,693	22,406
Mozufferpore						
Total ...	2,082	49,180	3,091	53,555	3,622	68,583

Including guzastas.

It may be added that in the Monghyr and Bhagulpore districts, which, though not portion of the Patna Division, are usually considered portion of Behar, 91, 184, and 102 occupancy holdings were sold in each of the above years respectively.

It will thus be manifest that occupancy rights are now saleable in every district of Behar both as a matter of private agreement, and compulsorily in satisfaction of debts; but even had this not been so, it would have been difficult to justify, on one of the main principles of the Bill, any distinctive practice in two parts of the same province. On a review of the whole question, then, the Lieutenant-Governor cannot but conclude that the balance of argument is in favour of extending to Behar the recognition of the right, which the circumstances of Bengal Proper not only justify, but demand. As observed by the British Indian Association in 1878, the recognition of the right of transfer would create a direct interest in the improvement of the soil, would stimulate cultivation, would tend to establish a substantial peasant proprietary, would give a valid security for the realization of the landlord's rent, and, by increasing the marketable value of the land, would lower the rate of interest when the ryot has to borrow. These are all advantages which cannot be lightly foregone; and Mr. Rivers Thompson therefore does not contest the wisdom of this portion of the Bill, the more so as its operation would be made the subject of watchful supervision.

Registration of sales of occupancy rights in zemindar's sherista.

While, however, the Lieutenant-Governor thinks that the right of free sale of occupancy rights may now be conceded as beneficial to all parties, and, indeed, not to be repressed, he is of the opinion that the wishes of zemindars may be so far consulted as that the notices of sale prescribed by section 51 should be presented, and successions under sections 54 and 55 of the Bill registered in their offices, and a

ready means of information thereby afforded them of electing or not to exercise their right of pre-emption without the intervention of the Collector in the first instance. Section 46 of the Rent Commission's Bill provided for such registration, and section 47 provided for the levy by the zemindar of a reasonable fee. Both these provisions commend themselves to the Lieutenant-Governor, and he would suggest that they be incorporated in the Bill before the Council. He believes it is only fair to allow zemindars to levy such a fee as will cover the costs of maintaining a registering establishment, while in matters of this kind it is of infinite advantage to encourage, as far as possible, arrangements out of court. They avoid the intervention of the ministerial officers in negotiations, thus reducing expenditure; preclude an irritating cause of harassing delays; and tend to promote more friendly relations between landlords and their tenants. It is not forgotten that doubts are expressed in paragraph 26 of the Statement of Objects and Reasons as to the possibility of bringing home to the ryot class generally the details of such a system; but there are reasons for believing that the class is conversant with this system already, and that its enforcement will be in accordance with custom. To provide for cases in which the ryot might not wish to approach the zemindar, or in which he might wish to secure proof of service of the notice, provision might be made for effecting service through the Sub-Registrar, either by the post or otherwise. The Lieutenant-Governor would prefer that such service should be effected through the Registration Department rather than through the Collector or civil courts, because that department affords cheaper facilities to the people; and, as in the majority of cases it may be expected there will be no dispute and no wish on the landlord's side to exercise his right of pre-emption, it seems as well that the office which will register the completed transaction should also deal with its initial stages. There is, as has been already suggested, a strong, and the Lieutenant-Governor must say reasonable, objection to unnecessary interference on the part of revenue or judicial officers in private transactions; but this objection does not hold in the case of the Registration Department, which, in all negotiations of the sort, is altogether passive. Of course the Collector will be kept informed by the Registrar of all that passes in his various rural or urban offices in connection with these provisions of the law.

Objections to allowing zemindar a veto on sale of occupancy right.

But while advocating registration of sales in the zemindar's *sherista*, the Lieutenant-Governor does not desire to give the zemindar a *veto* upon the transaction. It has been suggested by the Commissioner of Dacca, concurring in the opinion of the Collector of Mymensing, that "the landlord ought not to be bound to register any one as his ryot who is not a *bonâ fide* cultivator;" and this proposal is in accordance with the recommendations made by the British Indian Association in their letter of 20th November 1878, to which allusion has already been made. The Lieutenant-Governor would be very glad indeed if he could see his way to adopting that suggestion, but it seems to him impracticable. The object, of course, is to prevent occupancy rights passing into the hands of mahajans; but the village mahajan is very often to some extent a *bonâ fide* cultivator of the soil, whom, on the testimony of the British Indian Association itself, it is not always desirable to exclude; while it may be fairly presumed that most landlords would waive their power of *veto* if it were made worth their while to do so. Hence a system of fines on transfers would grow up which would have the two-fold effect of reconciling landlords to dealings with all sorts of mahajans who could best pay them, and of depreciating the value of the occupancy title to the ryot, to whose shoulders the purchasing mahajan would in time transfer the full weight of the fine. For these reasons, then, the Lieutenant-Governor must dissent from the view that a veto on sales should be allowed to proprietors, finding no justification for it in actual experience, believing that in the pre-emption sections of the Bill the zemindars have a safeguard against the evils they fear from the exercise of the right of free sale, and being convinced that a concession on this point to the wishes of the zemindars would entirely neutralize the principle of free sale.

Necessity for registration of tenures in Bengal.

Although the Lieutenant-Governor is thus desirous of affording zemindars all reasonable facilities of keeping themselves acquainted with changes in their estates without undue official interference, he is not satisfied that the registration provisions of the Bill are all that is called for by the circumstances of these Provinces. If those provisions prove effectual for the purposes of the landlords, they will go no way towards supplying the Executive with what it ought to possess:—adequate information regarding the division and sub-infeudation of property, and the transfers it undergoes. In Act VII (B.C.) of 1876, we have such a source of information in regard to the interests of proprietors, managers, and mortgagees, and it remains to complete the chain by the addition of links which will supply similar knowledge regarding all sorts of tenures. In a later portion of this letter the Lieutenant-Governor will propose that the patni sale procedure, or some reasonable modification of it, be applied to the recovery of arrears of rent due by tenure-holders; but to render that proposal workable it is essential that tenures of all sorts should be registered. Thus, not only for the purposes of this Bill, but for wider administrative reasons, Mr. Rivers Thompson thinks that the time has come when the registration, which has been effected of proprietors' titles, should be brought lower down. This will be best done by following, with due modifications, the procedure of Act VII (B.C.) of 1876, which was worked so successfully in regard to proprietary titles; and therefore, when sufficient progress has been made with this Bill in Committee to indicate the direction in which legislation for the registration of tenures should proceed, the Lieutenant-Governor will be prepared to introduce into the Bengal Legislative Council a Bill for the purpose. For the registration of occupancy holdings, Mr. Rivers Thompson looks forward to the creation of a competent village agency, the result of a revision of the Putwari Regulations, and of a survey and record of rights which will relieve zemindars of the duty of registration and transfer it to responsible public officers.

Before passing on from this subject of registration and pre-emption, the Lieutenant-Governor desires to draw attention to the ambiguity which arises from the employment of the term "landlord" in those sections of the Bill. It is not, of course, the intention to give to the holder of a temporary interest, such as an ijaradar, the power of pre-emption; that privilege is reserved, as the Lieutenant-Governor understands, to the proprietor or permanent tenure-holder. But the definition of landlord in section 3 *(q)* of the Bill, and the employment of the term in sections 51, 54, and 55 is not calculated to promote that intention. Wherever the word "landlord" is used in these pre-emption clauses, the Lieutenant-Governor would suggest the substitution of "proprietor or permanent tenure-holder."

Subletting by occupancy ryots.

15. Having thus expressed his opinion in favour of the unrestricted freedom of sale of occupancy rights in Bengal and Behar, the Lieutenant-Governor proceeds to consider the question of subletting, and in regard to it he at once admits that subletting by occupancy ryots is calculated to cause difficulty and inconvenience. Mr. Rivers Thompson has, however, sought in vain through these papers for any criticisms on this question which are not merely destructive, or for any practical suggestions by which subletting may be prevented or the difficulties which it occasions obviated. From the discussions which have passed, however, one fact, which is, besides, in accordance with the Lieutenant-Governor's previous ideas, comes out in strong relief, namely, that subletting cannot be prevented either in Bengal or in Behar. We may declare it illegal and refuse it recognition in our courts, but we only thereby increase the evils of a system which, if it did not subserve some useful purpose, would not possess the vitality which it exhibits.

Subletting by occupancy ryots is undoubtedly an established custom which has its uses, and which cannot be stopped. The question then arises—What are its abuses, and how can they be removed? The abuses of the system are summed up in paragraph 41 of the Statement of Objects and Reasons: "The power of transferring and subletting which the Bill recognizes may, in course of time, lead to a state of things in which the great bulk of the actual cultivators would be, not occupancy ryots, but under-ryot

with but little protection from the law." If these fears are ever to be realized, it will not, in the Lieutenant-Governor's opinion, be from the recognition of the custom of subletting, which is nothing new, but from the accumulation of occupancy rights in the hands of rack-renting non-agriculturists through the operation of free sale. The prevention of evil from subletting therefore depends on the probability that mahajans and non-agriculturists will not invest their money in buying occupancy rights, or, if they do, on our success in limiting their power of rack-renting under-tenants.

Prevention of rack-renting by mahajans who purchase occupancy rights.

Now, from the statistics exhibited in paragraph 14 above, there is reason to anticipate that mahajans will invest their money in the purchase of occupancy rights, and the question how to prevent the evils contemplated as possible under such circumstances in the Statement of Objects and Reasons, demands consideration. In the Lieutenant-Governor's opinion an effective way to prevent these evils is by converting all purchasers of occupancy rights, who are not *bonâ fide* cultivators, into tenure-holders, under whom the actual cultivator will have the protection afforded by the *status* of a ryot; and this was one of the reasons which induced Mr. Rivers Thompson to propose the definitions of "tenure" and "ryot" given in paragraph 6 above. The other check upon the purchase of occupancy rights by mahajans follows from the proposals which I am to submit under the next chapter, regarding the rack-rent limits to be imposed on ryots' rents, and the checks on exorbitant enhancements.

Objection to the provisions of the Bill attaching the occupancy right to a holding bought in by the landlord.

16. The last section in this Chapter which seems to call for notice is section 56. This section has met with much opposition from zemindars, and has also been condemned by other competent critics of the Bill. After carefully considering the question, the Lieutenant-Governor must say that the section as drafted seems to him to be too drastic. Had the occupancy right been made adherent to the soil only of such holdings as the landlord had acquired otherwise than by purchase, the section would not be so objectionable as many people now think it; but even then it would, in Mr. Rivers Thompson's opinion, be based on an unconstitutional principle. The constitutional principle is that *ryotti* land cannot, under any circumstances, be converted into *khamar*, and that when *ryotti* land comes into the landlord's possession, he should be under an obligation to let it out at the current rates of rent. The Lieutenant-Governor desires to preserve this principle in its integrity and to enforce it; and he therefore must express his dissent from the opinion (which is, however, more suggested than definitely stated in paragraph 42 of the Statement of Objects and Reasons) that a landlord may, for an indefinite period, keep such *ryotti* lands in his own hands, and cultivate them through his servants or by means of hired labour. He holds to the view that a landlord should be bound to let out such land to ryots for cultivation. It might be that even as the Bill stands the zemindar would in course of time be able to recoup himself for the expenditure incurred in the exercise of his right of pre-emption by imposing a fine upon the in-coming tenant; and the matter would thus right itself. Still the Lieutenant-Governor agrees in thinking that the attachment of the right of occupancy to the soil, as in section 56 of the Bill, is founded on a wrong principle The occupancy right is the attribute of the settled ryot, and it should not in this case be made adherent to the soil. Neither is it really necessary for the purpose in hand that it should be so, for, if the *ryotti* land acquired by the zemindar be let to a settled ryot of the village or estate, that ryot will hold it on an occupancy title at a fair rent. If it be not let to a settled ryot, but to a non-occupancy ryot, but few years should elapse before an occupancy title will accrue to him, if he be well-behaved and industrious. The Lieutenant-Governor would, therefore, modify section 56, and while insisting on the landlords letting out to ryots all *ryotti* lands of which they may become possessed by purchase or lapse of any sort, he would allow the other provisions of the Bill free play, believing that they will operate in the direction contemplated by section 56. This suggestion, however, pre-supposes, as an essential condition, that the proposal I am to make in paragraph 20 below, regarding the equalization of the *maxima* rents demandable from occupancy and non-occupancy ryots, be adopted. If a difference in the rack-rent limits for occupancy and

non-occupancy rents be recognized, and the practically wide field for enhancing the latter, now allowed by section 119, be preserved in the Bill, then the Lieutenant-Governor will feel constrained to support a modification of section 56, only on the basis of compensation for disturbance on the principle stated in paragraph 24 below. When the law recognizes no difference between the limits up to which occupancy and non-occupancy rates can be enhanced, zemindars can have no great motive in opposing the accrual of occupancy rights; but when such a difference exists, as section 119 of this Bill contemplates, or the absence of any rack-rent limit would import, then there is a most powerful incentive supplied to zemindars to defeat the growth of fixity of tenure. Looking to the past history of this question, no one can doubt that zemindars would act upon that incentive. It would be always in the power of a zemindar to eject the ryot in, say, the 11th year of his tenancy; or, if he admitted him to occupancy rights, to insist on a rent which would render the position valueless. It is to be remembered that a non-occupancy ryot, on acquiring occupancy rights; is, under section 79, not competent to sue for an abatement of his rent.

Penalty on refusal to let ryotti land.

Finally it would be necessary to adopt some stronger precautions than the wording of the section presents against recusance on the part of zemindars to let out *ryotti* land of which they may become possessed; and from this point of view it might be unobjectionably enacted by way of penalty that if such land were not let to tenants under the Bill within a year from its coming into the zemindar's possession any ryot should be authorized to demand that it be let to him When let under these circumstances, the mere possession should invest the tenant with an occupancy right. As it stands, the section is incomplete.

Terms of holding to remain unaltered till changed in due course.

17. *Chapter VI.*—The Indigo Planters' Association strongly object to section 58 as drafted. They say that under the section as it stands it would be open to a ryot to repudiate every condition under which he held his lands at a low money rate of rent, while continuing to sit at the low rate alone. An instance from actual practice is given of an agreement made with a ryot by which, in consideration of his devoting a certain moderate quantity of land to growing indigo, the rent of his holding was greatly reduced; and it is contended that as the section stands it would be competent to the ryot to repudiate the agreement while holding at the reduced rent. Similar objections have been made from other quarters, and the Lieutenant-Governor thinks that they are reasonable. He therefore would suggest an amendment to the effect that not only the money rent, but the conditions of the holding, should remain unaltered till varied in due course.

Official supervision of enhancement of rent by private agreement.

18. Section 59, clause (2), has met with much opposition, as being in the nature of "officious legislation;" but in the Lieutenant-Governor's opinion the section is based on a right principle, and is likely to prove advantageous in practice. According to the old customary law of Bengal it was the function of the ruling power to determine what rent the ryot was to pay; and when sanctioning the Permanent Settlement, the Court of Directors expressly reserved "the right which belongs to us as sovereigns of interposing our authority in making from time to time all such regulations as may be necessary to prevent the ryots from being improperly disturbed in their possessions, or loaded with unwarrantable exactions."* The Lieutenant-Governor does not deny that the Settlement Regulation empowered zemindars to make agreements with their ryots, but it cannot be denied that all such agreements were both as to form and substance subjected by the same Regulation to official control. This control, partially relaxed by legislation, has been, in the course of time, completely ignored, until in parts of the country the ryot's capacity to pay has become the limit of the landlord's exaction. The provision under notice seeks only to re-establish a limit, so that the ryots may not be "loaded with unwarrantable exactions," and it is therefore in harmony with the letter and spirit of the Permanent Settlement. Another objection to this provision is that the limit being less than that up to which enhancement might be had in suit, the tendency will be to drive people into court rather than

* Despatch from Court of Directors, dated 19th September 1792.

abide by the section. It is obvious, however, that the limit affords ample scope for fair contracts in the great majority of conceivable cases. An enhancement of six annas in the rupee of rent is really possible now in any of the settled districts except in the case of alluvial lands or revision of temporary settlements concluded long ago. Zemindars are only interested in the former, and for them further provisions will be suggested in paragraph 21 below.

Tables of Rates.

19. The subject of the preparation of tables of rates is one to which the Government of India, on first considering this measure, attached great importance. The Lieutenant-Governor regrets, however, that he does not see much prospect of any practical results of great value coming from this part of the Bill. The general opinion is that the proposals, though good in theory, are unworkable, and that no such uniformity in rates exists anywhere in Bengal as would be needed for the basis of such a table. This view borrows considerable support from the special investigations which were made on this subject last year; and from the papers appended to Mr. Dampier's Minute of 25th June 1883, copy of which has been already submitted to the Government of India. Still Mr. Finucane's enquiries in Jessore, the success which has attended broad classifications of soil in Khoordah, and certain other information of a similar character from various portions of the country, point to the conclusion that if the provisions of Chapter VIB cannot be of general application, they may be found useful in special tracts. The Lieutenant-Governor would, then, retain those provisions with some modifications of detail, and these modifications might take with advantage the direction indicated by Mr. Dampier in his Minute above referred to, copy of which has already been submitted to the Government of India. The modifications to which the Lieutenant-Governor gives a provisional adherence are these—

"The Lieutenant-Governor, whenever such a course may seem necessary, owing to existing rent disputes, to have authority to order the Revenue officers to enter upon any tract for the purpose of holding such enquiries;

"The Revenue officers to proceed to ascertain whether the circumstances of the tract are such that the preparation of a general Table of Rates is possible; and, if so, to prepare such a Table, or more than one Table if necessary;

"If the preparation of a general Table of Rates be not practicable, the Revenue officers to draw up Tables of Prices of different kinds of staple produce, to be authoritatively declared as the average of prices which ruled during different specified periods, and which rule at the time being: these Tables when approved by the Local Government to be binding on the Civil Courts for the purposes of the Act;

"An interval to be then allowed during which the landlord shall endeavour to adjust the rents of the individual ryots amicably with the help of the Table of Rates or the Table of Prices framed as above;

"If he succeeds with few exceptions he may take the exceptional cases into court and the Revenue officers will hear no more of the matter;

"If his attempt on the whole is a failure, let the landlord apply for a field-by-field survey and assessment of rent by the Revenue officers;

"The cost in all cases to be distributed between the landlord and tenants, or thrown entirely on one of the two parties, at the discretion of the Revenue officers."

Such a procedure should, however, be applicable only when the Local Government thinks it undesirable to direct a settlement of rents or record of rights, and it should be liable at any time to be replaced by action under Chapter XI or Chapter XII.

Proposal to restrict thikadar's rights to enhance.

20. Proceeding now to offer some remarks on part C, Chapter VI of the Bill, I am in the first place to call attention to the objections which the Commissioner of Patna urges against the exclusion from the Bill of restrictions on the powers of thikadars to enhance rents. The Lieutenant-Governor agrees with the Commissioner in thinking that the abuse of the thikadari system has been the most efficient cause of rack-renting in Behar, and he thinks the repression of that abuse is essential to the prospertity of the Province. In Mr. Rivers Thompson's opinion, however, adequate guarantees against any improper exercise of farmer's powers will be found in the provisions for the survey and record of rights, and the Lieutenant-Governor prefers therefore to trust to that radical remedy rather than have recourse to any such expedient as the imposition of disabilities on a particular class.

Grounds for enhancing settled ryots' rents.

Section 74 reproduces with emendations the enhancement provisions of the existing rent-law, and enables the landlord to enhance on three grounds—(1) that the ryot's rent is exceptionally low; (2) that the productive powers of his holding have increased otherwise than at the ryot's *sole* expense or agency; (3) that prices have risen for reasons other than any brought about by the ryot's *sole* agency. To the first ground no objection is offered; but it would, in Mr. Rivers Thompson's opinion, be well that the second and third grounds should be so worded as to make it clear that improvements in produce and prices, due to *combined* action among ryots, will no more justify increase of rent than improvements due to the action of a single ryot. The latter is a very rare cause of improvement, while the former—the construction or improvement of a village channel, an embankment, or a road may furnish an illustration—is not uncommon in parts of the country.

In regard to section 75, the Lieutenant-Governor observes that the rule of proportion is no longer made the measure of enhancement in all cases. This is a very great concession to zemindars, and if it operates in inducing them to spend money on improvements, the results may justify the concession.

With reference to clause (*d*) of this section, Mr. Rivers Thompson thinks it convenient to consider here the prudence of introducing into the Bill any limit on enhancements, and if a limit be desirable, the propriety of fixing on one-fifth for occupancy and five-sixteenths for non-occupancy ryots.

Propriety of imposing maxima *limits on rents, and recognizing separate limits for occupancy and non-occupancy ryots, examined.*

General considerations.

In the first place, then, it must be said, or rather repeated, that the idea of regulating rents by a fixed proportion of the produce is not of recent growth in this country. It is of immemorial antiquity. Much obscurity exists as to what the State share of the produce was; but it seems sufficiently probable that the share, or rather its money commutation (*rebba*), taken by the Mogul Government was one-fourth, and this fourth share is pointed to as the prototype of the existing proposals on the subject. In the earlier stages of this discussion the zemindars of East Bengal, despairing of obtaining enhancements under the law, proposed that one-fifth of the produce should be allowed as rent; and the British Indian Association, improving on this proposal, suggested one-fourth. But that one-fourth was a high proportion even in the opinion of that Association is manifest from the *quasi*-official admission made by their representative organ that "if a higher rate or share (than one-fourth) be fixed for the landlord, it will trench on the very means of subsistence of the ryot." And again, "one-fourth would be too high for many parts of the eastern districts." It is beyond question, however, that the circumstances of districts in different parts of the Province admit of considerable variation in this particular.

From the preceding it will be apparent that the idea of regulating the rack-rent at the present time by assigning a *maximum* portion of the produce to the landlord has been approved by the zemindars; but Mr. Rivers Thompson is free to confess that he does not look on the proposals, hedged round even as they are in the Bill, with unmixed satisfaction. As one officer puts it, "no rational rent scheme can be based on a fractional share of the gross produce;" and even if the *net* produce were taken instead of the gross, it would still be very difficult to hit on a *maximum* limit which would not be unequal in its incidence over a Province so diversified as Bengal. Another source of disquiet on this subject is the fear that the existence in the Bill of *maxima* limits may unduly stimulate that tendency to a rise in rents, which exists in every progressive community, and that efforts will be made by landlords to covert the *maximum* limit of the Bill into the ordinary measure of rents in practice. "Once," says the Behar Landholders' Association, "let Government fix a maximum rate, and no zemindar will rest until he has run up his rents to the prescribed limit."

All this said, however, it must be admitted that there are large portions of these Provinces in which a maximum limit on rent cannot fail to be of advantage. Those portions are so heavily rented that it would be a source of peace and contentment to the cultivators if they had some idea of the limit beyond which their landlords' demands cannot pass. The Bill gives to the landlords an effective procedure for enhancement; if it also give the ryot

some assurance of the ultimate limit beyond which, under that procedure, enhancement may not pass, it will probably do good. As Sir Richard Temple said, "the liability to uncertain demands must harass the ryot, must damp his zeal for improving his land, and must make him chary of laying out capital upon it." While thus giving his adhesion to the principle of a maximum limit, Mr. Rivers Thompson, however, desires very emphatically to say that if he believed the safeguards in the Bill were insufficient to keep the provision what it is intended to be—a maximum never to be passed, and but very rarely to be reached—he would prefer to abandon the provision in the Bill.

Propriety of one-fifth limit.

As regards the propriety of the exact limit of one-fifth, Mr. Rivers Thompson admits that the question is one on which actual precision of knowledge or judgment is not possible. I am, however, to say that, after carefully considering all the information of a general and special character which has been accumulated on the point, the Lieutenant-Governor's opinion is that, for the Province, as a whole, one-fifth of the gross produce allows a margin for future enhancements; while it represents as much of the crop as the ryot can part with and thrive. References to the share of the produce to which in former times the State might in theory be entitled to take as an extreme measure from the cultivators are very greatly out of place in dealing with existing facts. When population was scanty, the area of culturable land practically unlimited, and the produce large from a soil not overworked, a village or estate could well afford to give to the rent-receiver a large share of that produce. But where there is no margin of culturable land at all, and where population presses so densely on the soil that it is a marvel how life can be supported, and where agriculture has, in this struggle for existence, degenerated into mere "spoliation of the soil," the aspect of the case is entirely changed, and references to theoretical rules of crop-distribution at some early period of time become unmeaning. This is the case throughout large portions of Bengal and nearly all Behar at the present day, and if one-third was a rack-rent 100 years ago in those localities, then one-fifth is a rack-rent there to-day. And to this conclusion Mr. Rivers Thompson has been led, not merely by such considerations as those now adverted to, supported as they are by statistical information as to the growth of population which cannot be questioned, but also by the general opinion of competent authorities that the costs of cultivation have largely increased; that, owing to the absence of all improvements in the system of agriculture, the average harvest yield is stationary where it is not growing less; and that the struggle for life among the agricultural community is, the deceptive influences of a few years of unusually good harvests notwithstanding, daily becoming more severe. It may be added in this connection that Mr. Rivers Thompson has given a practical proof of his conviction upon this point in his recent orders reducing the rental which had been assessed on the Kloordah Estate.

Objections to separate limits for occupancy and non-occupancy ryots.

If the one-fifth, or 20 per cent. limit, be justifiable as regards occupancy ryots, the question remains—Is five-sixteenths or 31¼ per cent. of the produce fair as regards the non-occupancy ryot? On this point I am to suggest, for the consideration of the Council, whether the provisions of section 119 of the Bill, as far as they refer to what is there called the "ordinary" ryot, do not introduce an unconstitutional and dangerous principle into the law of Bengal. In the statement made by the Hon'ble Mr. Reynolds in his speech in Council, to the effect that it is not, and never has been, the law of Bengal that an occupancy ryot should hold at privileged rates, the Lieutenant-Governor concurs; and it therefore becomes a matter for consideration whether, if the one-fifth limit be fair for ryots with occupancy rights, five-sixteenths is not unfair for ryots without them. The origin of the provision as it stands is probably due to Sir Richard Temple's effort to fix occupancy rates with reference to competition rates, by giving the occupancy ryot a beneficial deduction on such rates. But the enquiries which were made in connection with that proposal showed that competition rates hardly existed, and that custom, not competition, ruled the rents of occupancy and non-occupancy ryot alike, unless where considerations of caste intervene. Recent enquiries point to the same conclusion,

and it is therefore, in the Lieutenant-Governor's opinion, a matter of doubtful expediency that a novel principle should now be introduced into the law of these Provinces, which, besides, would be calculated to lead to general enhancements of rent, which it is the avowed object of the Government to avoid. It must not be forgotten that if we call into existence two classes of occupancy ryots—one holding at higher rates than the other (and this would be the effect of sections 79, 95, and 119 of the Bill combined)—the tendency will be towards an equalization of rates at the higher level. As at present advised, Mr. Rivers Thompson thinks that this is a danger which we should not run the risk of incurring, and that if a rack-rent limit is to be preserved in the Bill at all, it should be the same for both occupancy and non-occupancy ryots. He has no objection to five-sixteenths of the produce in the case of under-tenants (khurfas) who can never acquire occupancy rights; but he thinks that there is great danger to the cultivating classes in the provision of a separate limit for occupancy and non-occupancy ryots. Separate limits are tantamount to a premium on the discouragement of fixity of tenure.

I am, therefore, to say that the Lieutenant-Governor is not prepared to support those provisions of the Bill which recognize a difference between the maximum limit on the occupancy and non-occupancy rents. The longer Mr. Rivers Thompson considers this point, the more satisfied is he that these provisions are likely to cause serious injury to the best interests of the peasantry of these Provinces; while the retention of them in the Bill impedes the reasonable settlement of the question before the Council. If the maximum or rack-rent limit on occupancy and non-occupancy rates alike be fixed at the same proportion of the produce, then, in the Lieutenant-Governor's opinion, it would be possible to dispense altogether with compensation for disturbance, which is only useful as a check upon the abuse of the landlord's power to eject. If a landlord can only obtain from a non-occupancy tenant under the law a rent not greatly exceeding what he can get from the settled ryot, he probably will not care to eject the former, and thus checks upon his power of ejectment will be less needed. If, however, the motive for ejectment supplied by the Bill as it stands be not removed, and the same limit be not imposed on the enhancement of the rents of occupancy and non-occupancy ryots alike, then some provision must be made for compensation for disturbance as a precaution against an abuse of the right to eject. To this point I am to return further on.

Check on rack-renting deducible from equalization of maxima limits on ryots' rents.

I am here also to draw attention to the second check on rack-renting by mahajans to which allusion was made in paragraph 15 above. As long as it is in the power of a tenure-holder to exact up to 31¼ per cent. of the produce, so long will a wide field for rack-renting be provided, and the growth of occupancy rights at fair rents suppressed. But if the rack-rent limit be reduced to a reasonable limit within which a fair rent may be fixed, then remunerative cultivation by non-occupancy ryots will be possible, and the growth of occupancy rights among that class not discouraged. The discouragement will be to those who buy occupancy rights, not for the purposes of cultivation, but for subletting. They will be deterred from such investments by the fact that they cannot recover from their tenants much, if anything, more than they themselves will have to pay their landlords. In any case their tenants will be allowed a margin to live on and a fixed *status*. All this would be impossible if separate limits be preserved in the Bill. The occupancy right would then be valueless, for it would carry with it no right to enjoy any margin of profit.

Objection to subjecting accreting dearah lands to checks on enhancements.

21. Passing on to other portions of the Bill, the Lieutenant-Governor would suggest that, from the provisions of sections 76 and 78, the case of *dearah* or alluvial lands, and new reclamations, be excepted. These lands are quite exceptional in character, and need special treatment. They may be worthless this year, and most productive the next. According to custom in various parts of the country, alluvial lands are rented at merely nominal rates on formation (though they are then usually unproductive sand) in order that the ryot may establish some claim to hold them when the soil has fully formed. The full formation may be brought about by

a rich deposit in a single season. It would be very hard, then, on a landlord, if he were precluded from doing more than doubling a nominal rent for such land within ten years. In the interests of landlords generally, therefore, and having full regard to what is due to ryots, the Lieutenant-Governor would suggest that partially formed alluvial accretions and new reclamations be excepted from the effect of these sections. For accretions or reclamations which are fully formed and ordinarily productive, there is no need to provide exceptional treatment.

22. To Part E of this chapter the Lieutenant-Governor has no objection, fully agreeing as he does in the policy of facilitating the conversion of corn rents into money rents. Exception has been taken to these provisions as one-sided, and it is claimed that the faculty of suing for commutation should be vested in the landlord as well as in the tenant. Impressed with the economical disadvantages of the general prevalence throughout a district of the *boali* system, the Lieutenant-Governor would be glad to see a system of money rents take its place, and he would make no objection to affording to both parties—to the landlord as well as to the tenant—the facilities which the Bill now allows to the ryot alone.

Occupancy rights in bastu *lands.*

23. *Chapter VII.*—The principle which underlies this chapter seems to the Lieutenant-Governor to be that the right of a settled ryot in the "homestead" portion of his holding is separate from, and independent of, his right in the arable lands which he rents. Wherever the facts are as supposed, wherever the *bastu* holding is distinct from the arable holding, no objection can be taken to the section. But there are, it is understood, portions of the country where this custom does not prevail, and where the *bastu* even bears no rent, being given as a matter of course with the arable land and therefore not separable from it. In these parts the principle of the section might, if enforced, lead to difficulties. The Lieutenant-Governor would therefore follow local custom. Where *bastu* lands are separate from the *jotes*, he would apply the section. To the cases where *bastu* lands are not separable from the *jotes*, he would not make the ryot's interest in *bastu* longer or more short-lived than in *ryotti* land. The general principles of the Bill would of course be applicable to both classes of land without distinction.

Privileges of non-occupancy ryots.

24. *Chapter VIII.*—As might be expected, this chapter has met with extreme opposition from zemindars, while the Revenue and Judicial officers who have been consulted on it seem to be divided into hostile camps. Those whose service has been mostly in Bengal proper are against its proposals, as being an innovation of an unnecessary character, while the Behar officers would accept them, provided freedom of contract between the landlord and the non-occupancy ryot be not barred. As the chapter stands, the non-occupancy ryot can only be ejected—(1) for arrears of rent; (2) for violation of the conditions expressed or implied of the lease; (3) for refusal to pay enhanced rents; and, if ejected on any of these grounds, he is declared entitled to compensation for disturbance as well as for improvements. The Behar executive officers, as the Lieutenant-Governor understands their proposals, would not limit in any way the landlord's power to eject, but in return for this freedom would give the tenant, if ejected, compensation for disturbance. They say nothing of compensation for improvements, though it appears from the earlier papers that the Behar Committee, under Mr. Halliday's presidency, were on the whole in favour of the proposition.

Objection taken to the use of the term "ordinary" ryot.

In commenting on this chapter the Lieutenant-Governor must, in the first place, take exception to the term "ordinary," as applied to the non-occupancy ryot. All the information before this Government goes to prove that the occupancy status in these Provinces is (if facts were duly recorded) the rule, while the non-occupancy status is the exception. If the term "ordinary" ryot is to be maintained, it would be more in accordance with facts to apply it to the occupancy ryot than to preserve the meaning it now has in the Bill. It would, however, be better to substitute for "ordinary" the term "non-occupancy," or "non-settled."

Compensation for improvement.

Coming now to the criticisms on the chapter, the Lieutenant-Governor conceives, in regard to compensation for improvements, that, notwithstanding all that has been said to the contrary, no reasonable dissent can be maintained from the

proposition that it is desirable to give security for the invested capital of the tenant, no matter what that tenant's *status* may be. The history of the rent-question all the world over teaches this lesson, that want of such security has been a hindrance and a bar to good husbandry, and therefore politically inexpedient. It seems to Mr. Rivers Thompson that if an ordinary tenant improves his holding by sinking capital in it, he is as much entitled to compensation as if he had lent his money to the landlord on a promissory note payable on the determination of his tenancy. It is no valid objection to say, with the British Indian Association, that in this country ordinary tenants never do improve their holdings, and that the compensatory provisions of the law are therefore unnecessary. The fact may be, as the Association asserts, and it is possible that for a long time no practical results will follow the adoption of the provision in question. At the same time experience proves that agricultural improvement is a plant which flourishes only in the soil of security, and it is useless to argue that because it has not flourished while insecurity prevailed, therefore it will not take root when security becomes the rule. The Lieutenant-Governor has in a previous communication informed the Government of India of the extreme importance he attaches to stimulating agricultural improvement. No means, in his judgment, could be more legitimate than that afforded by this provision of the Bill, which, besides, has already found a place on the Indian Statute Book in section 44 of the North-Western Provinces Rent Act (XVIII of 1873). It is unreasonable to expect a ryot to improve his holding if you do not secure to him some fruits of his capital and industry.

Compensation for disturbance.

But it is asserted if compensation for improvements to the non-occupancy ryot be in accordance with good policy and natural justice, the same cannot be maintained of compensation for disturbance. On this important question the Lieutenant-Governor must, in the first place, refer to what has been already said in paragraph 20 above on the unwisdom of legally establishing different limits on rent rates payable by settled and unsettled ryots. His belief is that the limits for both should be the same; and if his belief be accepted by the Council, he thinks that it is unnecessary to impose a check on the abuse of the landlord's power to enhance non-occupancy rents by any such provision as this of compensation for disturbance. But if on this point this Council disagree with him and decide on preserving a limit for non-occupancy rates in excess of settled ryot's rates, then Mr. Rivers Thompson thinks that the incentive which would be thereby furnished to landlords to rack-rent and defeat the growth of tenant right should certainly be subjected to a positive check. As to what the character of the check should be, the Lieutenant-Governor's judgment is in the nature of a compromise between divergent views. He does not, on the one hand, accept as just and fair to the landlord the provisions of the Bill which entitle all non-occupancy ryots, if ejected, to compensation for disturbance; nor, on the other hand, can he approve the position that a landlord is to be absolutely free to eject with impunity a ryot, say, in the 11th year of his tenancy, who is industrious and law-abiding, and willing to conform to his landlord's reasonable demands.

Argument of identity in status of the non-occupancy of to-day and the paikhast of the times of the Permanent Settlement examined.

The uncompromising opponents of the provision in question appeal to the customary law of the country at the time of the Permanent Settlement, and to the *status* of the *paikhast* ryot at that time, in proof of their contention that the non-occupancy ryot of to-day should have no privileges beyond those which his contract with the landlord may secure to him. On this I am to say that it seems, as from the beginning it always has seemed, to the Lieutenant-Governor that too much stress is laid throughout these discussions on arguments of an antiquarian character, and too little stress on what is politically exepedient in the circumstances of the present time. Mr. Rivers Thompson believes it to be true (though it may not be universally admitted) that the *paikhast* ryot of the last century was only a "tenant-at-will," but the fact of competition then being among zemindars for ryots, and not among ryots for lands, rendered the *paikhast* ryot's condition better in many respects than the condition of a modern "tenant-at-will." In fact if *quoad* the "tenant-at-will" the modern landlord be master of the situation, the *paikhast* ryot

was usually its master *quoad* the zemindar of 1793. It therefore seems to the Lieutenant-Governor that appeals to the status of the *paikhast* ryot of a century ago are calculated to throw but little light on what treatment should be accorded to the non-settled ryot of to-day. There are differences on essential points, not the least important being that, while the paikhast ryot of the Regulations held at low rates, the non-settled or non-occupancy ryot of to-day enjoys no such privilege, but usually pays as much as occupancy ryots do.

From one point of view, however, the zemindar of a century ago may be, without any risk of dispute, said to have had the power of ejecting the *paikhast* ryot, because he had only to ask occupancy rates to assure the ryot's throwing up his holding. So far there is no doubt about the *paikhast's* holding being more precarious than the permanent cultivators. As Mr. Colebrooke says, "the inconvenience of remote cultivation makes it necessary that he (the *paikhast*) should be at liberty to relinquish at any time the land which he uses; and consequently his own continuance being precarious, he cannot have a title of occupancy which shall preclude the landlord from transferring the farm to a resident husbandman desirous of undertaking it." If, however, the *paikhast* agreed to pay up to the pergunnah rate, which was all that could be demanded from the resident husbandman, it is very doubtful if the zemindar had the power to eject him; for in the discussions which preceded the enactment of Regulation I of 1793, the Governor-General authoritatively wrote: "Whoever cultivates the land, the zemindar can receive no more than the established rent, which in most places is fully equal to what the cultivators can afford to pay. To permit him to dispossess one cultivator for the sole purpose of giving the land to another would be vesting him with the power to commit a wanton act of oppression." (Appendix to Fifth Report.) The truth, however, is that in these days the thoughts of zemindars were directed to installing ryots, not to ejecting them. Ejectment in its present acceptation is a modern growth, and in every advancing society it is being placed under restrictions.

Notwithstanding all this, however, it cannot be denied that there has grown up a custom which our courts have recognized, under which zemindars exercise the right to eject non-occupancy ryots for other reasons than non-payment of rent; and that custom, though it now calls, in the general interest, for some modification, cannot, in the Lieutenant-Governor's opinion, be abrogated. If there be little force in the argument that the provisions of the chapter are unnecessary because the ryots to be legislated for are few, there is, in Mr. Rivers Thompson's opinion, much force in the contention that the proposals as they stand are objectionable because they deprive the landlord of discretion as to who shall become a settled ryot in his estate, and because they virtually fine him for exercising that statutory power with which other provisions of the Bill invest him.

Lieutenant-Governor's proposals in regard to compensation for disturbance.

It seems to the Lieutenant-Governor that the circumstances of the case call for a compromise between the claims of the zemindars to eject an unsettled ryot at discretion, and the provisions of the Bill which give the ryot compensation no matter for what reason ejected. That compromise might, Mr. Rivers Thompson thinks, fairly take this form (always supposing that his earnest suggestion to equalize the limits of occupancy and non-occupancy rates be not accepted by the Council.) As a landlord cannot eject a non-occupancy ryot except in execution of decree, let the Court in ejectment suits have jurisdiction to fix a fair rent, at which it shall be optional with the landlord to let the ryot sit or not. If the landlord consents to the ryots sitting at that rent, and the ryot agree, no difficulty arises. If the landlord abides by the Court's orders, but the ryot demurs, let the ryot be ejected without compensation. If the landlord refuses to let the willing ryot sit at the rent declared fair by the Court, being within the maximum limit, then make the landlord pay the ryot compensation for disturbance. The landlord will thus retain the ultimate right of ejecting the ryot, and this is all he needs in order to get rid of a ryot for other reason than refusal to pay an enhanced rent.

25. *Chapter IX.*—Sections 96 to 99 inclusive call for no remarks. In regard to section 100, it is pointed out that the form of receipt will not apply to some of the eastern deltaic districts, where the area of the holding varies from year to year

Form of receipts for rent.

with the price of produce or other causes, and where it is impossible therefore to define that area in any except the receipt which forms the acquittance for the year's demand. The adjustment of the terms of the receipt to such exceptional circumstances is a matter for arrangement, and the Lieutenant-Governor would retain for the Local Government a power to fix the form of the receipt, as circumstances may dictate, while preserving the substance.

Several critics of the Bill, among others the British Indian Association, draw attention to the provisions of section 101, and declare that they are innovations, the zemindar being "on no earthly ground bound to give" the statement in question. They would therefore omit section 101; or, if it be retained, they would make the ryot pay for the statement of account which it prescribes. The Lieutenant-Governor would, however, point out that, so far from being an unreasonable innovation, the provisions in question were, for 80 years after the Permanent Settlement, the law of the land. "Receipts for all sums received, and a receipt in full on the discharge of every obligation," were prescribed by section 63, Regulation VIII of 1793; and it was only when that section was repealed by Act XVI of 1874 that the provisions ceased to have binding force, though doubtless zemindars had ignored them. The Lieutenant-Governor considers the provisions salutary, and to the revival of them he gives his support. They will introduce no change into the existing practice in a large portion of these Provinces were acquittances in full (*farkhattis* in the vernacular) are always given at the end of the year when accounts are cleared up.

Deposits of rent in Court.

26. Coming now to the section regarding deposits of rent, I am to state that considerable opposition has been exhibited both by zemindars and Government officers to the provision of section 103 (*a*), which makes the ryot's *belief* that his rent will not be accepted on tender by the landlord a sufficient reason for depositing it in Court. The opposition on this point is perhaps to some extent a matter of sentiment, but it is also, in the Lieutenant-Governor's opinion, not without reason, for the withdrawal of deposits from civil courts is attended with delay and some expense, while the freedom which the section would confer on the ryot tends unnecessarily to alienate him from the zemindar. Mr. Rivers Thompson is aware of what has been written on the subject from the opposite point of view—among others by the Hon'ble Mr. Reynolds in his memorandum of 18th May 1881—and he observes that in the Statement of Objects and Reasons it is reasserted that the present declaration of previous tender has become a mere form. This is probably, in a measure, true; but it certainly is not universally true; and the Lieutenant-Governor is therefore disposed to defer to the opinions of those experienced officers who deprecate the adoption of the section as it stands. He would accordingly be glad if means could be adopted which would discourage deposit without previous tender, while still preserving to the ryot the faculty provided by the section. This means might, Mr. Rivers Thompson thinks, be found in an adjustment of stamp duties to the requirements of the case. Deposits after tender might, as at present, be made on a stamp of the value of eight annas, but deposit *without* tender under the provisions of section 103 (*a*) might be made chargeable with a higher stamp duty. It will be remembered that, under the practice current before Act X of 1859, deposits of rent in Court were chargeable with stamp duty, as in suits for arrears. The suggestion thus made is no doubt open to obvious objections; but so is the section as it stands in the Bill, and the question is therefore a choice of evils. As no very widespread, though undoubtedly some, hardships have arisen from the existing law, in which tender before deposit is essential, it seems to the Lieutenant-Governor that any extension in the ryot's favour of existing privileges should not be made unnecessarily at the landlord's expense, and should carry with them deterrent incidents to prevent abuse.

Finally there is no reason apparent to the Lieutenant-Governor why the existing jurisdiction of the Civil Courts in regard to deposits should not be retained. The discretion conferred by sections, 104 and 106 on the officer empowered to receive deposits can be exercised as effectually by a rent-suit munsif as by a revenue officer; and as the Civil Courts will continue to exercise jurisdiction in rent-suits under the Bill, there is a distinct inconvenience in

establishing a dual jurisdiction in connection with the receipt and acknowledgment of rent arrears.

Rents in kind; objection to filing danabundi *papers in court in all cases.*

27. On Part F of Chapter IX the Lieutenant-Governor will only remark that it should be made clear, under section 117, that under the system called *agore-batai* the landlord has a right to watch the crop up to the division, and that the ryot cannot remove the crop till division has been made. Under section 118 also Mr. Rivers Thompson does not, with the majority of Behar officers, see what good is to come from filing the *danabundi* papers in Collector's offices in all cases. When the system of village agency is organized in accordance with the plan indicated in my No. 309T—R, dated 1st June 1883, the patwari and canungo will be the proper custodians of such papers. But until that agency is established, the Lieutenant-Governor thinks that it would suffice if in disputed cases alone the *danabundi* papers should be deposited in the collectorates. To deposit them in undisputed cases would be to crowd the record-rooms with a mass of useless papers.

Application of the Bill to proprietary estates under khas management. British Indian Association's objection to Bill, as not applicable to Government estates examined.

28. With reference to section 121, the question arises whether that section, taken with section 20, covers the case of an estate managed by the revenue authorities on account of the recusancy of the proprietors. Fair rents are, as section 121 stands, to be fixed "on the application of the landlord or of the tenant." When the State receives the rents, allowing the proprietor malikhana, will it be deemed the landlord for the purposes of the section? The answer should, in Mr. Rivers Thompson's opinion, be in the affirmative, and made clear in the Bill.

In connection with this subject, the Lieutenant-Governor will notice a remark made by the British Indian Association, "that nothing would create greater confidence in the minds of the people in the justness of an Act defining the rights and obligations of landlords and tenants, than the fact that is applies equally to Government in its capacity of landlord as to private landlords." Concurring in the justice of that remark, Mr. Rivers Thompson desires to emphasize the fact that the rights and privileges which the Bill proposes to recognize in regard to ryots generally, will practically be as largely enjoyed by the ryots in Government estates, as by those in estates which are permanently settled. Fixity of tenure, fair rents, and free sale, will, the Lieutenant-Governor trusts and believes, within a short period of time, prevail throughout all Government estates where these advantages do not now exist. If we turn from ryots to landlords, the Lieutenant-Governor would say that the only privilege which Government retains, over and above those conferred by the Bill on zemindars, is the privilege of the certificate procedure; and the reason why Government may fairly reserve this privilege is obvious. The certificate procedure in the hands of public officers should be safe from abuse, for there is no direct incentive to abuse it and its exercise is subject to watchful official supervision. That is one, and in itself a sufficient reason, why a procedure for collecting rents may be given to the Government which cannot be safely entrusted to private individuals. But there is besides the paramount reason that the rents collected by Government are really revenue, and the procedure for enforcing payment of State dues must, in the general public interests, be more summary than the procedure for enforcing private dues. If this were not so, the ultimate result would be the employment of larger establishments, greater expenditure, and increased taxation. Thus a summary procedure for collecting the public revenue, while necessary if the government of the country is to be efficiently administered, and while not open to the objections to which a summary procedure for collecting private debts is exposed, is in the long run the easiest and cheapest for the people. Nor is this principle inapplicable in case of estates of disqualified proprietors managed by Government, for the rents of such estates include the revenue.

Improvements on ryots' holdings. Measurement of lakhiraj lands within an estate.

29. *Chapter X.*—The provisions of Part A of this chapter have the Lieutenant-Governor's general approval; but he thinks that sections 127 and 128 might more explicitly declare that where the improvement to be effected does not lie within the holdings to be benefited (as in the case of an embankment),

the ryots should still have the option of effecting it. Where an improvement affects more than one holding, the landlord should serve notices on all the ryots, and ryots collectively might serve notices on their landlord. Perhaps, as under the General Clauses Act, the singular includes the plural, the use of the word ryot may be taken to mean all ryots affected; but it might prevent mistakes if the point were made quite clear.

In regard to Part B of this chapter, dealing with the landlord's right to measure land within the limits of his estate, the Lieutenant-Governor has some doubt whether the section as drafted expresses the intention of the draftsman, as stated in paragraph 92 of the Statement of Objects and Reasons. As the section of the Bill stands, it is questionable whether a landlord can measure a *rent-free* holding forming part of his revenue-paying estate. Under the existing law the landlord is precluded from measuring such a holding, because he is not in receipt of rent from it; this it is proposed in the Statement of Objects and Reasons to alter, but the alteration does not appear in the Bill. The Lieutenant-Governor must confess that he does not view the proposed change in the law without some misgivings; but if the law is to be altered, he would provide against the abuse of the power of measurement, and against the possible creation of disunion between the rent-free holder and his tenants, by insisting on the landlord contenting himself, except for good cause shown, with a survey of the external boundary of the tenure. This will give the area, which is all the landlord can want to know in the great majority of cases. Under any circumstances the zemindar, if so advised, could sue in the Civil Courts to establish his rights if he is under the belief that the lakhirajdar holds more lands than he is entitled to hold under his grant.

Inadequate provision made in the Bill for measurement of ryots' holdings.

30. Sections 134 to 137 are given as reproducing sections 176 and 177 of the Bengal Bill; but the Lieutenant-Governor does not find that section 178 of the latter Bill, which itself reproduces section 38 of Act VIII of 1869, finds any place in the Bill now under discussion. This seems to Mr. Rivers Thompson a serious omission; for many in-coming landlords, especially auction-purchasers, will find it very difficult to overcome combinations to withhold rents among their ryots, if deprived of the procedure provided by section 38 of Act VIII of 1869. The justification for the exclusion of that procedure from this Bill is the introduction of the provision for settlement of rents and record of rights. These provisions, however, are at present only applicable to disputes on a large scale; they can only be put in motion by the Local Government, and are therefore inapplicable to such cases as section 38 of Act VIII of 1869 was intended to meet. Accordingly the Lieutenant-Governor trusts it will be found possible either to amplify this part of Chapter X, so as to include the provisions of the existing law regarding the measurement of land when it cannot be ascertained who are the persons liable to pay rent, or so to extend the provisions regarding record of rights as to enable the Government to apply the procedure to suit the wants of individuals.

Merger.

31. In regard to the doctrine of merger, the Lieutenant-Governor has nothing to say except that, as the doctrine is novel, it may be made clear that if a landlord buys an occupancy right under Chapter V of the Bill, the occupancy right is extinguished, and the land becomes part of the ryotti land of the estate. The provisions regarding merger probably imply this, but it would be well by an explanation to make the matter quite plain.

Suspension and Remission of Revenue or rent on failure of crops.

32. Here I am to take the opportunity of stating that the Government of India has recently asked this Government whether it would not be desirable to introduce into the Tenancy Bill a section similar to section 23 of the North-Western Provinces Rent Act (XVIII of 1873). The question had already attracted the attention of the Lieutenant-Governor, and he is now prepared to say that while he has no objection to the introduction of such a provision into the Tenancy Bill, he considers that it will not be as productive of good results in Bengal as in Upper India. In the first place it must not be forgotten that by far the greater part of these Provinces is permanently settled, the revenue bearing to the rental a proportion of one to five, if not less; and in the next place that there

is usually a long chain of subinfeudation between the zemindar and the ryot. No zemindar with a small revenue charge and a large rental will consent to remit rent *in proportion* to a remission of revenue, while if he only remits a sum equal to the remission made him, the effect on the ryots would be small even if it ever reached them through the long line of tenure-holders which often intervenes between them and the proprietor. These, however, are objections of practice, not of principle, and the provision might be useful in temporarily-settled estates. From this point of view the Lieutenant-Governor makes no objection to the introduction of a section similar to section 23, Act XVIII of 1873. If such a provision be introduced, it would become desirable to charge interest on the suspended demand; and therefore advantage should be taken of this opportunity to repeal section 2, Act XII of 1841, which prohibits Government from charging interest on revenue arrears.

Settlement of Rents and Records of Rights.

33. *Chapters XI and XII.*—The provisions regarding settlement of rents and records of rights are, in the Lieutenant-Governor's opinion, among the most important of the Bill, and he observes with great satisfaction that they meet with but few, and those unimportant, objections at the hands of the representative associations in these Provinces, while most officers approve of them. Reserving minute criticisms for later communications, Mr. Rivers Thompson will only say, in regard to Chapter XI, that while, on the one hand, in section 157, the period allowed for objection appears to be too short, on the other hand, the facilities for appeal and for contesting the Settlement Officer's proceedings afforded by sections 160 to 162 are too wide and numerous. The matter is one which calls for finality; and the Lieutenant-Governor sees very serious disadvantages in the proposals to invest the Civil Courts practically with the faculty of revising on all points the work of the Settlement Officers. On questions of law there is no objection to an appeal being allowed to the Civil Courts; but on questions of fact such as are involved in clauses (*b*) and (*c*), proviso (2) of section 160, it seems to the Lieutenant-Governor that the Civil Court is a less competent judge than the Settlement Officer. If after the *jummabundi* has been published, and has, under section 159, acquired validity, a material error of fact is discovered, there would be no objection to a correction being made, as is now done under section 25, Regulation III of 1872 (Sonthal Pergunnahs Settlement Law); but in this case the authority to direct the correction should be the Local Government, or some executive authority vested with powers of the Local Government, and not the Civil Courts. It would, in the Lieutenant-Governor's opinion, seriously diminish the beneficial operation of these provisions if the *jummabundi* were open to revision by the civil courts on any question of fact; the zemindar, who has the longest purse, would be sure to prevail over the ryot in the long run, no matter how weak the former's case; and therefore Mr. Rivers Thompson very strongly recommends that sections 160 to 162 be revised with reference to these considerations.

34. Section 164 of the Bill as drafted makes the previous sanction of the Governor-General in Council necessary whenever the Local Government *proprio motu* desires to make a record of rights. This, in Mr. Rivers Thompson's opinion, is an unnecessary restriction on the discretion of the Local Government, and one which can lead to no possible good, while by delaying action it may cause a good deal of harm. Commenting on section 151, the British Indian Association say: "The circumstances which would justify the removal of a tract of "country from the jurisdiction of the ordinary courts, and placing it, for the "purposes of settlement of rent, under the jurisdiction of revenue officers, must "be of an exceptional character. The first ground, therefore, on which this sec-"tion would allow such removal is very objectionable. Let the Local Government "have the power of ordering such a transfer when an agrarian disturbance is "threatened, or when settlement in a khas mehal is to be effected; but "it would be dangerous to give a number of landholders or a number "of tenants the right of applying for it." Without admitting the reality of the danger referred to (for the right of sanctioning or refusing the application will still rest with Government), Mr. Rivers Thompson agrees with the Association in thinking that in such matters the Local Government is the best judge of when and how action should be taken; and if this be true regarding the questions raised by Chapter XI, it is obvious that it is not less

true of the operations under Chapter XII. The Lieutenant-Governor would, therefore, recommend the omission of the words "in any case with the previous sanction of the Governor-General in Council" from section 164.

Finally provisions similar to those of sections 157 to 160 should (with the modifications suggested above) be introduced into Chapter XII. Full opportunity for discussing disputed facts should certainly be afforded before the record of rights becomes final and binding. It is presumed that in making the record the Revenue officer would have full power to make all surveys and enquiries that might be necessary to prepare a complete record of all rights in the tract in which he was operating. As this is not expressed in the section, it might be well to obviate the possibility of doubt upon the point by a definite provision.

Effect of the Bill on existing rents.

35. An objection is taken by the Committee of the Behar Landholders' Association to this portion of the Bill, on the ground that no assurance is given that the settlement procedure will not be utilized to reduce existing rents; and the Lieutenant-Governor believes that the idea is very prevalent among zemindars that the effect of the Bill as a whole will be to effect an immediate and serious reduction in their rents. As far as the Lieutenant-Governor understands the matter, this is not the intention of the Legislature. When the Bill becomes law, indeed, it will not be possible for any landlord to recover by legal proceedings rents above the *maxima* or rack-rent limits fixed by the Bill; and in whatever tracts of country settlement proceedings under Chapters XI and XII may be instituted, the *jummabundis* resulting from such proceedings will show no rents above these limits. Subject, however, to this restriction, existing rents would not be interfered with under the Bill; they would be recorded as payable for the existing holding.

Distraint of crops. Objection to modification of existing law in case of non-occupancy and khurfa ryots.

36. *Chapter XIII.*—The provisions regarding distraint have met with as much opposition from the zemindari interest as perhaps any other part of the Bill; and for his own part the Lieutenant-Governor thinks that there is some ground for this opposition. He does not, indeed, think that in the case of settled ryots—and they, according to all information, will form the great bulk of the rent-paying class—landlords would have any serious difficulty in collecting their rents, even if distraint were altogether abolished in regard to occupancy holdings. Occupancy rights are now valuable, and will grow in value. They afford adequate security for the landlord's rent; and if in regard to them facilities for distraint be abolished, the landlords will not ultimately be the sufferers. Mr. Rivers Thompson would be glad to think that settled ryots themselves will suffer nothing from the danger they are likely, in the beginning at all events, to run of losing their all through unpunctuality in paying their rents.

But if landlord's rents are adequately secured by the transferability of the occupancy right, there is no such security in the case of non-occupancy and *khurfa* ryots. It is in regard to these that the restriction of the landlord's power to distrain will be most felt. That the power to distrain as it now exists has been abused is beyond question; that it is still abused, especially in Behar, is equally indisputable, though the abuse is probably not so flagrant nor so extensive as it once was; but granting all this, the Lieutenant-Governor has reason to believe that the abuses are quite within the ability of the executive to check and to suppress, and he therefore hesitates to deprive landlords (for the provisions of the Bill virtually mean deprivation) of the only effective means they have of collecting rents from the "non-occupancy" or *khurfa* ryot. Mr. Rivers Thompson would be quite prepared to agree to any proposals which have for their object the more effectual enforcement of the existing law of distraint, and he thinks this may be attained by making violations of the existing law of distraint punishable, as in the case of criminal trespass, under the provisions of the Penal Code, and by enacting that persons benefiting by such offences should be similarly liable to punishment. Thus armed, the district officers should be able to deal adequately and fully with the abuses of distraint, and he would therefore submit that the present law of distraint might with such substitution of penalties for civil damages be left unaltered in regard to all non-occupancy ryots. If this view were accepted, the Lieutenant-Governor would recommend the abolition of distraint altogether in

regard to occupancy holdings. Indeed, with the stamp duty chargeable under section 167 (2) of the Bill, it is not apparent what great advantages landlords would derive from the distraint sections of the Bill which are not secured to them already by the procedure for attachment before judgment under the Civil Procedure Code.

37. *Chapter XIV.*—It is very generally admitted, and properly so in the Lieutenant-Governor's opinion, that the abbreviated procedure for the recovery of rent contained in this chapter is an improvement on all previous proposals on the subject. Partizans of the zemindari party, indeed, assert that while their rights have been invaded in one direction, nothing has been done to facilitate the recovery of their just rents; but further than bringing to the notice of Government a proposal made in 1876 by Maharajah Sir Jotendra Mohun Tagore to extend the patni procedure to all tenures and tenancies, they have done nothing to suggest a better procedure. The Lieutenant-Governor has given his careful attention to the Maharajah's proposal; and while he is unable to adopt them in their entirety he is willing, as at present advised, to extend a reasonable modification of the patni sale procedure to tenures of all sorts, which either through the motion of the owner or the landlord may be registered in the manner indicated in paragraph 14 above. In this Mr. Rivers Thompson goes somewhat further in the direction desired by the zemindars than section 147 of Sir Ashley Eden's Bill, which limited the summary sale procedure to patnis, to tenures at the creation of which the right to sell was reserved, and to permanent tenures with a rental of Rs. 50 per annum. It remains to be seen whether zemindars, by causing all "tenures" to be registered, will, in consideration of the more summary procedure for recovering arrears, convert into middlemen those who are now nominally occupancy ryots. If they do, their action will further the Lieutenant-Governor's views regarding the preservation from rack-rents of the actual cultivators of the soil.

Procedure for recovery of arrears of rent in court. Proposal to extend patni sale procedure to register tenures.

But while the Lieutenant-Governor is thus disposed to apply a summary procedure for recovery of rent to all tenures, he is very strongly of the opinion that no such procedure could be safely applied to *ryotti* holdings is the possession of actual cultivators. Apart from the reasons which the Rent Commission give* for refusing to invest inferior landlords with summary powers, Mr. Rivers Thompson believes that it would be a mere mockery of justice to give occupancy ryots, sold out of their holdings under a summary procedure, the right to sue for redress. His holding is the occupancy ryot's all, and deprived of this he becomes a pauper, unable to sue. He becomes an incumbrance on the community, which, under the circumstances of the country, cannot provide him with industrial employment, and a source of embarrassment, especially in times of scarcity, to the Government. Nor does the Lieutenant-Governor think that sufficient security against wrong doing would be afforded by any such arrangements as those contemplated by section 148 of Sir Ashley Eden's Bill. There are many zemindaris in these Provinces in which regular and systematic accounts are now kept; but Mr. Rivers Thompson would hesitate very long indeed, before he would, on that account, vest the proprietors with exceptional privileges in regard to the recovery of rent. When an organized village agency of record and account is established throughout these Provinces, or portions of them, things may be different, and then summary facilities for recovering rent from occupancy holdings may properly be granted, which cannot now be allowed without public danger. But for the present, the Lieutenant-Governor thinks that as much as can reasonably be done to facilitate the recovery of arrears from ryots has been done by the Bill. Indeed, many experienced officers doubt whether the Bill could, with safety, push simplification further than it has done; and some are disposed to take exception to that portion of section 198 which vests selected munsifs with final jurisdiction in suits when the arrears claimed do not exceed Rs. 50. The Lieutenant-Governor notices that the Rent Commission proposed to confer such summary jurisdiction in munsifs only up to a maximum claim of Rs. 10. It is to be observed that in the great majority of suits for arrears of rent the sum claimed does not exceed Rs. 50;

* "Experience shows that superior landlords rarely abuse the (patni) procedure, while if they do abuse it, they are persons of substance, against whom a decree for damages can be effectually enforced. There are grave doubts whether the result would be satisfactory if the same power were entrusted to petty landlords."

so that in point of fact the practical effect of the section will be to prevent appeals altogether, except in a question of title or rate. The change, therefore, which the Bill proposes to introduce into the present law is a very radical change, and a very great concession to zemindars, which many competent Judges do not contemplate without some doubt as to its expediency. The Lieutenant-Governor, however, thinks that, on the whole, the section may stand, especially as it will be in the discretion of the Government to appoint, carefully selected officers for the trial of rent-suits. According to the ancient law of the country, fixity of tenure was conditional on punctual payment of the rent; and when there is no dispute as to title or rate, the decision of a competent and experienced Judge, on an examination of the facts, may be safely allowed to prevail up to the limit stated. If any further concession is to be made, and hardly any seems necessary, it should, in Mr. Rivers Thompson's opinion, take the form of a prohibition of an appeal in suits for arrears of rent from Rs. 50 to Rs. 100 (the limit of the Judge's summary jurisdiction), unless the amount of arrears decreed by the Court of First Instance were previously deposited in Court. It is a common and a not unreal complaint with zemindars that their difficulties commence when the decree for arrears has been attained; and to obviate this complaint as far as may be, it might be desirable to limit the right of appeal except under such securities for the final payment of the demand as have been proposed above.

Conclusion. Lieutenant-Governor's general opinion on the Bill.

38. In the preceding remarks the Lieutenant-Governor has only touched on the main points of the Bill, postponing matters of detail till the Select Committee meet. He hopes for opportunities from time to time, during the Committee's sessions, to make to it such communications on those points of detail as the progress of the measure may suggest. In bringing his remarks on the present occasion to a close, Mr. Rivers Thompson would again say that, although on some points he has not been able to approve the Bill as drafted, and has felt himself constrained to make suggestions at variance with some of its provisions, he is still bound to repeat that, if modified on those points, the Bill, in his opinion, will be a constitutional and successful effort to remedy abuses which unquestionably exist very widely, and whose continued existence is incompatible with the peace and prosperity of these Provinces.

I have the honour to be,

SIR,

Your most obedient servant,

A. P. MACDONNELL,

Offg. Secretary to the Government of Bengal.

ABSTRACT OF OPINIONS ON THE BENGAL TENANCY BILL.

LIST OF OFFICIALS, PUBLIC ASSOCIATIONS, INDIGO-PLANTERS, ZEMINDARS AND PLEADERS FROM WHOM REPORTS HAVE BEEN RECEIVED ON THE BILL, AND WHOSE OPINIONS ARE HERE SUMMARISED.

Rerenue Officers—

Lord Ulick Browne, Commissioner of Rajshahye and Cooch Behar.
Mr. Halliday,(*a*) Ditto of Patna.
„ Lowis, Ditto of Chittagong.
„ Barlow,(*b*) Ditto of Bhagulpore.
„ Beames, Ditto of Burdwan.
„ Monro, Ditto of the Presidency.
„ Alexander, Officiating Commissioner of Dacca.
„ Larminie,(*c*) Ditto of Orissa.
„ D'Oyly, Collector of Bhagulpore.
„ Tayler, Ditto of Nuddea.
„ Stevens, Ditto of the 24-Pergunnahs.
„ Wyer, Ditto of Hooghly.
„ Barton, Ditto of Jessore.
„ Westmacott, Ditto of Howrah.
„ Mosley, Ditto of Moorshedabad.
„ Newbery, Ditto of Rungpore.
„ Clay, Ditto of Khulna.
„ Livesay, Ditto of Bogra.
„ Samuells, Officiating Collector of Bankoora.
„ Tute, Ditto of Dinagepore.
„ Wace, Deputy Commissioner of Darjeeling.
„ Deare, Deputy Collector.
Baboo Shamadhaba Roy, Ditto.
„ Ram Charan Ghose, Ditto.
„ Tarak Nath Mullick, Ditto.
„ Har Mohan Sen, Ditto.

Judicial Officers—

Mr. Grant, Judge of Hooghly.
„ Garett, Do. of the 24-Pergunnahs.
„ Towers, Do. of Tipperah.
„ Brett, Do. of Mozufferpore.
„ Meres, Do. of Midnapore.
Baboo Brajendra Kumar Seal, Judge of Bankoora.
Mr. J. F. Stevens, Officiating Judge of Sarun.
„ Bradbury, Ditto of Backergunge.
Baboo Mohendra Nath Bose, Subordinate Judge.
„ Amrita Lal Chatterjee, Ditto.
„ Mahendra Nath Mitter, Ditto.
„ Bhogwan Chunder Chakrabarti, Ditto.
„ Nafar Chandra Bhatta, Ditto.
Syed Moazzim Hossein, Judge, Court of Small Causes.

Public Associations and Committees of Landholders—

The British Indian Association.
The Behar Landholders' Association.
The Indian Association.
The Central Committee of the Landholders of Bengal and Behar.
The Zemindars and other Landholders of Behar.
The Landholders of East Bengal.
Mr. Hudson, representing the Behar Indigo-planters Association.
„ Gibbon, also representing the views of the Behar Indigo-planters.
The Zemindars and Talukdars of Chittagong.

Zemindars and Indigo-planters—

Mr. Tweedie, Mr. Oatts, Mr. Shirreff, } of Jessore.
„ Sceales, Manager for Messrs. Gisborne & Company, Bankoora.

Zemindars—

Maharajah Narendra Krishna Bahadur, of Calcutta.
Rajah Pramatha Nath Rai Bahadoor, of Digaputia, Rajshahye.

(*a*).—Except where otherwise indicated, the views of Mr. Halliday represent the decisions of a conference consisting of himself and the Collectors of his Division, Messrs. Norman, Boxwell, Quinn, Nolan, Grierson, and Henry.

(*b*).—Mr. Barlow similarly expresses the views of a conference over which he presided, and at which were present Messrs. D'Oyly, Worsley, Weekes, and Porch, Collectors. Messrs. D'Oyly and Porch also submitted separate notes on the Bill.

(*c*). Mr Larminie also represents the opinions of Messrs. T. Grant, Jones, and Gupta, Collectors of his Division, as well as his own.

Lala Ban Bihari Kapur, Dewan of the Maharaja of Burdwan.
Rai Jadunath Rai, Nuddea.
Dr. Ramdas Sen, Berhampore, Moorshedabad.
Baboo Chandra Kumar Rai, Narail, Jessore.
" Pramatha Bhushan Deb Raya, Naldanga, Jessore.
" Kalikananda Rai, Ranaghat, Nuddea.
" Girindra Nath Mukherji, Ula, Ditto.
" Prasanna Chandra Rai, Krishnagar, Ditto.
" Nafar Chandra Pal Chowdhuri, Ditto.
" Girija Prasanna Mukherji, 24-Pergunnahs.
" Shama Charan Law, Calcutta.
" Peary Mohun Mukherji, Utterpara, Hooghly.
" Rajmohun Rai Chowdhuri, Taki, 24-Pergunnahs.
" Nobin Chandra Ghose, Harinavi, Ditto.
" Prasanna Kumar Banerji, Baripore, Ditto.
" Kali Kumar Chowdhuri, Ditto Ditto.
" Hara Lal Banerji, Halishahar, Ditto.
" Krishna Chandra Rai Chaudhuri, Ditto.
" Grish Chandra Mukherji, Ditto.
" Debendra Kumar Chaudhuri, Ditto.
" Pratap Chandra Ghose, Calcutta.
" Ashutosh Chakrabarti, Bashabari, Khulna.
" Kalidas Deb, Manager, Satkhira Ward's Estate, Khulna.
Moulvi Abdus Sobhan Chaudhuri, Bogra.

Pleaders—

Baboo Gopal Chandra Mukherji, Berhampore, Moorshedabad.
" Boikanta Nath Sen, Ditto Ditto.
" Ambica Charan Sen, Khulna.
" Gurudas Sen, Ditto.
" Mathur Lal Nag, Ditto.

ABSTRACT.

Chapter, part of chapter, or section.	Officers.	Opinions.
General remarks.	Lord Ulick Browne	Is opposed to the most important provisions of the Bill, and would apply none of them to Bengal, while in Behar he would introduce only the provision enabling a ryot to acquire a right of occupancy in his entire holding after 12 years, although he may not have held all the lands for that period. He considers that the Bill infringes the right guaranteed to the zemindars by the Permanent Settlement, that it is uncalled for, that it affords no relief to the zemindars in regard to the difficulty which they experience in realizing their rents, that it will needlessly create discontent among the nobility and gentry of the country, and that the unsolicited concessions which it makes to the tenants will teach them to agitate for more.
	Mr. Beames	Thinks that the Bill may be generally accepted as workable and fair to all parties, although it is doubtful whether any enactment of the kind is required, except, perhaps, in Behar. In dealing with the question now, Mr. Beames considers that the Government should not go back to first principles, but consult the interests of those who have invested money in land on the faith of the continuance of the *status quo*. Zemindars, he observes, have claims on our justice, if not on our sympathy, while the difficulties of the ryots are due to the action of economic laws over which we have but little control.
	Mr. Monro	Says that the ryots are, as usual, ignorantly apathetic in regard to the Bill, but that the landholding class is most strenuously opposed to it, regarding it as a distinct infringement of the rights which they conceive were guaranteed to them under the terms of the Permanent Settlement, and which they have certainly exercised without dispute for nearly a century. He draws attention to the different views as to the effect of the Bill taken by the planters of Lower Bengal and those of Behar respectively. The majority of the former, many of whom are themselves landholders, are opposed to the Bill, although some of them do not think that much harm will be done by the measure; while in Behar a decided feeling is arising that the interests of the planters, hitherto identified with those of the landlords, in consequence of the thikadari system, will now be found to be on the side of the ryots. Mr. Monro himself is opposed to the radical changes contemplated by the Bill, and fears that they will lead to endless litigation, active hostility between landlords and tenants, and injury to the property of both. He is, however, prepared to accept the provisions regarding enhancement, as being, on the whole, such as landlords cannot under present circumstances complain of, and considers that we are bound to redeem our pledges to suppress the exaction of abwabs and illegal cesses by rent-receivers.
	Mr. Lowis	Says that the introduction of the proposed law is viewed by all whom he has consulted with the gravest apprehension, as likely to embitter the relations between landlord and tenant, and to lead to much litigation. After describing the various kinds of tenure common in his division, and pointing to the difficulty of applying the term "ryot" to the cultivators of Chittagong and Noakholly, and, to some extent, of Tipperah, Mr. Lowis observes that the new Act should not be extended to any part of the Chittagong Division.
	Mr. Alexander	Thinks that the Bill is more suited for Behar than for Bengal.
	Mr. Larminie	Is of opinion that the Bill is an advance in the right direction, having always held that the zemindars, who have been an obstacle to progress since their creation, should be reduced as much as possible to the status of rent-collectors. Mr. T. Grant, Collector of Pooree, he adds, considers that the Bill does not go far enough towards securing tenant-right.
	Mr. Barton	Objects to the Bill in its present shape, and thinks that a measure introducing a cheaper and more speedy means of realizing rent is all that is really necessary. He condemns the provisions which introduce changes in the respective rights of landlord and tenant and raise the tenant to the position of a co-partner at the expense of the landlord; and observes that, although the condition of the ryots in Bengal is not what it should be, nor the landlord's treatment of them such as the Government might have reasonably expected from them under the terms of the Permanent Settlement, the proposed legislation will probably aggravate the evils which it professes to remedy.
	Mr. Tayler	Thinks that the Bill will put a stop to existing abuses on the part of the zemindar, and at the same time afford him a speedy means of recovering arrears of rent, but adds that portions of it deprive the zemindars unnecessarily of privileges which they have long enjoyed and to which they are entitled, without conferring on the old ryots any corresponding advantage, new-comers who have no claims on the estate being alone benefitted. Some of the benefits conferred on the ryots, notably the power of transferring occupancy rights by sale, are besides of a very doubtful expediency.
	Mr. Stevens	Says that the powers reserved by the Government under the Permanent Settlement for the protection of the ryot are sufficient to justify the provisions of the Bill.

Chapter, part of chapter, or section.	Officers.	Opinions.
	Mr. Mosley	Considers the Bill too favourable to the ryots. In some parts of the country, he remarks, it may be that the ryot is generally unable to look after himself, but this is certainly not the case everywhere. In Moorshedabad, as in many other districts, the zemindars have generally by no means the best of it, and little more is wanted than a much cheaper and very much more expeditious mode of deciding suits than exists at present.
	Mr. Livesay	Entirely approves of the Bill.
	Mr. Wyer	Observes that the Bill will not effect a permanent settlement of the rent question, and that the real remedy is a ryotwari settlement, which will alone enable the ryot to get rid of the middleman. All the zemindars whom he has consulted object to the Bill.
	Mr. Newbery	Fully approves of the Bill, and considers it an improvement on the present law.
	Mr. Clay	Says that the objections raised generally to the Bill are that it is one-sided in favour of the ryots, and that it affords no real facilities for the realisation of rents.
	Mr. Samuells	Has received no opinions from the zemindars of his district, who have not read the Bill, and take but a languid interest in the measure. He considers that the Bill places the zemindar in the position of a mere rent-charger and divides landlords and tenants into hostile camps, and sees no necessity for so stringent a law. Freedom of contract should, he thinks, be retained and the zemindars' hands strengthened to the utmost to enable them to cope with the growing difficulty of collecting their rents and cesses.
	Mr. Westmacott	Says that, in Northern and Eastern Bengal, if any legislation is required, it is rather on behalf of the landlord than of the tenant; and that it should be in the direction of helping the zemindar to obtain his due rather than of further strengthening the position of the ryot. In Behar the landlords have, doubtless, the advantage; but this is due to pressure of population and absence of pursuits other than agricultural, and the Bill will not improve matters, but merely make the occupancy ryot the rack-renter instead of the landlord. What is wanted is emigration and the diversion of the surplus labour of Behar from agriculture to other pursuits, and both these are actually in operation. The Bill, moreover, takes some cognizance of the evil of coparcenary as it affects the landlord, but none whatever as it affects the tenant.
	Mr. Deare	Considers that the Bill is very necessary in the interests of the ryots, and that it also very fairly protects the interests of the zemindars. He submits a brief report drawn up by the Sub-Deputy Collector of Jhenida, purporting to represent the views of the local landholders on some portions of the Bill, in which objection is taken to the extension of the right of occupancy, sub-letting and transferability of occupancy holdings, the right given to tenants of carrying out improvements, without first obtaining the landlord's consent, compensation for improvements and disturbance, and the power given to Revenue officers to interfere with contracts between landlords and tenants.
	Baboo Shamadhaba Roy	Is of opinion that a change in the law is needed, that the Government has the right to interfere on behalf of the ryots under the Permanent Settlement, and that the Bill seeks to secure the interests of the landlords as well as those of the tenants. He suggests, however, that greater facility should be given for the realization of rents.
	Baboo Ram Charan Ghose	Thinks that it would have sufficed if only a simple and speedy mode of recovering arrears, and measures for the protection of the tenants from illegal exactions and harassing enhancements had been provided by the Bill.
	Mr. Garrett	Thinks that the Bill effects a considerable change in the relations of landlord and tenant, but a beneficial change, which, without unduly curtailing the rights of the landlord, will tend to raise and strengthen the mass of the common people.
	Mr. J. F. Stevens	Observes that the Bill generally has been framed with a view rather to the interest of the ryots than to that of the landlords, and that in some particulars it goes further in the direction of curtailing the powers now enjoyed by the landlords than is either necessary or desirable.
	Mr. Towers	Also thinks the Bill conceived more in the interest of the tenant than that of the landlord, and remarks that, while the latter gains little from it, the tenant acquires substantial advantages at the landlord's expense. Amongst these are (1) the easy terms on which occupancy rights are conferred; (2) the confiscation of the landlord's right to deal as he chooses with land that has once been ryoti when it reverts to his private possession; (3) the almost entire abolition of the right of private contract; (4) compensation for disturbance; and (5) the power to make improvements against the landlord's wish. Mr. Towers does not deny that many of these innovations (within proper limits) may be justified, but observes that they are one-sided in their character, and that the other party is not compensated by any corresponding advantages. The Bill, he considers, makes hardly any attempt to facilitate the realization of the zemindar's dues, while it will enormously foster litigation, as the parties are driven into Court or before the Revenue authorities at every step.

Chapter, part of chapter, or section.	Officers.	Opinions.
General remarks.	Baboo Brajendra Coomar Seal	Approves generally of the provisions of the Bill.
	Baboo Mahendra Nath Bose	Objects to the leading provisions of the Bill, and observes that the zemindars should be allowed to retain some power over their tenants instead of being converted into mere rent-receivers, as they are respected by the ryots, and looked up to for advice and protection.
	Baboo Amrita Lall Chatterjee	Considers a revision of the law of landlord and tenant imperatively necessary, and approves of the general principles of the Bill; but thinks that the measure does not sufficiently protect the actual cultivators holding under occupancy ryots, whose numbers are likely to increase with the recognition of the right of sub-letting, while it goes too far in giving the settled ryot the same rights in lands which he has held for one year as in those which he has held for upwards of twelve years.
	Baboo Mahendra Nath Mitter	Says that many of the provisions of the Bill trench upon the legal and undisputed rights of the landlords, and will prove injurious to the interests of both parties, cause much trouble and litigation, and in the end disturb their relations more than the present law has done.
	Baboo Bhagwan Chunder Chakravarti	Considers that an undoubted necessity exists for a legislative measure which would give facilities to the landholders for the recovery and enhancement of rent, and at the same time afford protection to the ryots.
	Syed Moazzim Hossein	Is of opinion that no urgent necessity exists for a new law, and objects to the changes proposed in the Bill, as they constitute an invasion of the zemindar's rights, are opposed to the ryot's true interests, and will largely increase litigation and embitter the relations between landlords and tenants.
	Baboo Nafar Chunder Bhatta	Objects to the provisions of the Bill which facilitate the acquisition of the right of occupancy, the incidents of sub-letting and transferability attached to that right, the abolition of ejectment for non-payment of rent by an occupancy ryot, and the limit of one-fifth fixed on rent enhancement, and thinks that the decisions of Revenue officers should not be declared conclusive on any matter in which the Bill gives them jurisdiction.
	The Central Committee of Landholders of Bengal and Behar	In their petition to the House of Commons term the legislation proposed by the Bill revolutionary and confiscatory, maintain that it is opposed to the terms of the Permanent Settlement and quite uncalled for by the existing circumstances of the country, and denounce most of the leading features of the Bill, such as the extension of the right of occupancy, the incidents of transferability and sub-letting attached to that right, the limits placed on enhancement, the restriction of freedom of contract, compensation for disturbance, and the curtailment of the right of distraint.
	The Zemindars and other Landholders of Behar	In a similar petition denounce the Bill as a grave and uncalled for invasion of their rights under the Permanent Settlement. They explain what, in their view, was the position secured to the zemindars and ryots respectively by the Regulations of 1793, and contend that the zemindar's privileges are infringed by the provisions of the Bill, facilitating the acquisition of the right of occupancy, abolishing freedom of contract, restricting enhancement, fixing an uniform and maximum rate of rent for the whole country, making occupancy holdings transferable, allowing pre-emption, but granting a right of occupancy immediately the land purchased is re-let, legalising sub-letting, permitting tenants to compel commutation of rents in kind at half the average value of the produce, whereas the landlord now receives $\frac{1}{8}$ths, imposing restrictions on the present law of distraint, giving power to the Government to interfere and settle rent rates in cases of dispute between the landlords and tenants, and, finally, classifying all lands as either *zerat* or *ryoti*.
	The Landholders of East Bengal	Memorialising the Government of India, say that the Bill does nothing towards facilitating the realisation of rents, which is the first matter requiring attention, but, on the contrary, shows in its main provisions a strong leaning to the side of the ryots.
	The Behar Landholders' Association	Offer the following remarks on the principles of fair rent, fixity of tenure, and free sale embodied in the Bill:— *Fair rent.*—It is admitted on all hands that, previous to the Permanent Settlement, the produce of every bigha of land was divided in certain shares between the State, the zemindar, and the actual cultivator. One effect of that settlement was to transfer the State share of the produce to the zemindars absolutely and for ever, in consideration of a fixed money rent or revenue. The pergunnah rate referred to in the Regulations cannot therefore be less than a rate that would adequately represent the State share of the produce *plus* the zemindar's own before the date of the Permanent Settlement; and it will be found from the Fifth Report, p. 16, that this share at or about the date of the Permanent Settlement was three-fifths, the ryot getting only two-fifths, while there are other authorities to show that the State share alone was never for some centuries preceding the Permanent Settlement less than one-half (*see* Sir Thomas Munro's Minute of 15th August 1807, quoted in the Zemindari

Chapter, part of chapter, or section.	Officers.	Opinions.
General remarks.		Settlement, p. 99; and Tagore Law Lectures for 1874-75, pp. 185-86). In *bhaoli* tenure the rate even at the present day is never less than half, and is sometimes 9 annas out of 16 annas of the produce. To limit the zemindar's rent to anything less than the State share of the produce *plus* the share which the zemindar claimed as his own before the Permanent Settlement, whether these shares amounted to three-fifths or any other proportion of the produce, would, therefore, be not only arbitrary, but unjust, and an infringement of the Permanent Settlement. This, however, is what the Bill proposes to do, and the Association consider that compensation should be given to the zemindars. The maximum rent limits fixed in the Bill would, they observe, be ruinous to the landlords who have invested their capital in land in the expectation of realizing a fair return. *Fixity of tenure.*—The provisions of the Bill on this subject also trench on the rights of zemindars as guaranteed by the Permanent Settlement, conferring, as they do, occupancy rights on all existing ryots—*paikast* and *khudkast* alike; whereas the restrictions on the landlord's power of letting out lands under section 52 of Regulation VIII of 1793 referred only to *khudkast* ryots (section 60), and to certain existing leases until the expiry of their term. It is, moreover, plain from the wording of section 60, which protects the right of *khudkast* ryots, that its provisions were not applicable to Behar. The conferring of occupancy rights on paikast ryots living on the estates of other, and often rival, zemindars will, the Association think, be a source of trouble to the landlord. Occupancy rights under Act X of 1859 are, moreover, valuable properties, and any law which at once vests them in the mass of ryots would deprive the landlords of the letting value of such rights. Finally, the extension of the right of occupancy also deprives the landlord of the power of eviction, which, though not of much use in itself, yet induces the most unpunctual of ryots to pay their rents punctually. *Free sale.*—If fixity of tenure is calculated to tell against the interest of the zemindars, that incident coupled with freedom of sale would, the Association consider, tell strongly against the interests of landlords and tenants alike, more especially the unthrifty tenants of Behar. Under the Bill the zemindar will be only a 3-anna proprietor of the land, and the ryot a 13-anna proprietor, with regard to new tenancies; but the greater value of the right of occupancy will only encourage the money-lenders to supply money more largely to the ryots for their extravagant marriage expenses and other displays, and the selling up of occupancy holdings will consequently be frequent. The under-ryots, to whom no protection and no right of occupancy is allowed under the Bill, will also be great sufferers under this system. The Association do not admit that the statistics hitherto produced prove that transferability has become a custom, but add that if such a custom has grown up it may be left to take care of itself.
	The Indian Association	Consider it indisputable that the Government has full power under Regulation I of 1793 to interfere for the benefit of the ryots as now proposed, and that the Bill seeks to do justice to both parties, for, while it facilitates, on behalf of the tenant, the acquisition of the right of occupancy, its provisions regarding the enhancement of rent also confer a new and distinct boon on the landlords, and will enable them in future to enforce their right to enhance, to the successful exercise of which the theory of proportion has hitherto been a serious obstacle.
	The Zemindars and Talukdars of the Chittagong district	Observe that the Bill is unsuited to their district, where the land is mainly held by a vast number of small proprietors, who are already entirely at the mercy of the ryots and find the greatest difficulty in realising their rents. The Bill should, they say, strengthen the position of the proprietors and give them a means of speedily recovering their dues from the tenants, instead of favouring the ryots, who are actually so much stronger than the landlords. They object to its chief provisions, noticing especially the limitation of *khamar* to what the landlord actually holds, the abolition of freedom of contract, the extension of the right of occupancy and its transferability, the restrictions on enhancement, compensation for improvements and disturbance, section 56, and the withdrawal of the right of appeal in suits not exceeding Rs. 50 in value, rent-suits being, as a rule, of less than that value in Chittagong.
	The Hon'ble T. Gibbon	Says that the interests of planters involved in the Bill are manifold. As traders, they are concerned in seeing that the ryots' interest in the land is so defined as to show clearly the exact amount of risk incurred in advancing them funds, that the ryots are not placed in a position to defraud them by evading existing contracts, that no obstructions are put in the way of fair bargain, and that those who may be hostile to the indigo industry do not obtain the means of placing obstacles in its way. As agriculturists, they claim to acquire occupancy rights under the Bill on the same terms and with the same legal incidents as other ryots, and it is, therefore,

Chapter, part of chapter, or section.	Officers.	Opinions.
General remarks.		their interest to see that the legal incidents attached to an occupancy holding are clearly defined, and not hemmed in with unnecessary restrictions. As zemindars and tenure-holders, they are interested in seeing that landlords' rights are defined in such a way as to admit of all business connected with property being transacted without friction, that the collection of rents which are fairly due is rendered easy and inexpensive, and that encroachments on the landlord's rights are not facilitated by loose wording of the laws.
	Mr. Hudson	Is disposed to think that it would have been better to have separate Bills for Bengal and Behar. The only certain remedy for the evils of land tenure in Behar is, he believes, a cadastral survey of the province.
	Maharaja Narendra Krishna Bahadur	Regards the Bill as too favourable to the ryots and inconsistent with the position of proprietors of the soil conferred on the zemindars by the Permanent Settlement.
	Raja Pramatha Nath Rai Bahadur	Feels alarmed at the unjust provisions of the Bill, which curtail the existing rights of landlords without granting them increased facilities for realizing their rents.
	Mr. Sceales	Remarks that the Bill confiscates the zemindar's rights without improving the status of the actual cultivators; suggests a speedier procedure for the realization of rents; approves of enhancement suits being handed over to the Collector; and observes that the curse of Bengal is, not the zemindar, but the occupancy ryot, whose responsibilities are nil and emoluments very large, and that the Government should endeavour to protect the interests of the *kurfa* ryots.
	Lala Ban Behari Kapur	Considers that the Bill abrogates rights secured to the zemindars by the Permanent Settlement and unduly favours the ryots, and mentions compensation for disturbance, the voiding of contracts when they are likely to affect injuriously the ryots' interests, but not when they tell against the zemindars' interests, and section 56 as instances of provisions unfair to the landlord.
	Baboo Chandra Kumar Rai	Regards the principal changes which the Bill introduces into the existing law unjustifiable, and anticipates that if the measure is passed the landlords will be stamped out, the tenants ruin themselves, and only the money-lenders be benefitted. He considers that all that is now wanted in amendment of Act X of 1859 is a speedier means of realising rents, and a procedure to facilitate legitimate enhancement from time to time.
	Mr. Tweedie	Terms the Bill a most unjust and arbitrary measure, likely to stamp out the zemindars entirely; objects strongly to its interference with the right of contract; and observes that it will in no way facilitate the collection of rents, and but slightly benefit the tenant class.
	Messrs. Oatts and Shirreff	Offer the same remarks.
	Baboo Kalikananda Roy	Says that the Bill confers on tenants many privileges which they do not at present enjoy, and objects to the extension of the right of occupancy, the limits fixed on enhancement and on the rent of ordinary ryots, and the compensation sections. He adds, however, that the procedure provided in the Bill will greatly help the realization of rents.
	Baboo Girindra Nath Mukherjee	Denies the necessity for the Bill, and remarks that the agitation caused by Act X of 1859 is gradually subsiding, and that landlords and tenants are becoming reconciled to that Act.
	Rai Jadu Nath Rai	Says that the Bill rescinds the Permanent Settlement, and converts the zemindars into mere rent-receivers or pensioners.
	Baboo Prasanna Chundra Rai	Observes that, when the state of things that existed in 1793 cannot be ascertained, and thousands upon thousands of estates have changed hands on the impression that the present law was right and would be maintained, it is not equitable to the zemindars to introduce a new law entirely opposed to existing notions. He suggests that it would be better in every way if all interests in land above those of the occupancy ryot were bought up at their market value by Government, and a ryotwari settlement made on conditions calculated to improve the status of the ryots. This would be financially remunerative, and if any difficulty were experienced in organizing a machinery for realising the rents the present landed proprietors might be utilized for the work by means of a farming system.
	Baboo Nafar Chunder Pal Chowdhury	Is strongly opposed to the Bill, and observes that it will benefit chiefly the mahajuns, jotedars, land-jobbers, and middlemen, and not the actual cultivators of the soil.
	Baboo Gopal Chunder Mukherjee	Observes that the Bill encroaches on the rights of landlords, and will cause much ill-feeling and litigation between them and the ryots.

Chapter, part of chapter, or section.	Officers.	Opinions.
	Baboo Peary Mohun Mukherjee	Terms the Bill, in all its leading principles, a direct breach of the Permanent Settlement, and a spoliation of the vested rights of property; and denies the necessity for the radical changes which it embodies.
	Dr. Ram Das Sen	Says that what is wanted is legislation providing an easier system for the settlement of rents and increased facilities for collecting rent, without change in the substantive law, and that the Bill will benefit chiefly the middlemen.
	Baboo Ambica Charan Sen	Says that the Bill totally disregards the interests of the landlords and favours the ryots, and especially notices as objectionable the provisions regarding enhancement, compensation for disturbance, *khamar* lands and section 56. He suggests also that a summary procedure for the realization of rents should be provided.
	Baboo Ashutosh Chakrabarti	Protests against the following provisions of the Bill as being especially detrimental to the interests of the zemindars—transferability of the right of occupancy, abolition of freedom of contract in the matter of enhancement, the maximum of one-fifth fixed on rent, and the extension of the right of occupancy.
	Baboo Shama Charan Law	Considers that there is no necessity in Lower Bengal for such changes in the law as the Bill involves, and objects to the provisions regarding the acquisition of the right of occupancy, compensation for improvements, and the rights of ordinary ryots. He suggests that the procedure for the recovery of rents be further simplified by still more limiting the discretion of the Courts as to receiving written statements from defendants and by dispensing with the formalities observed in executing ordinary money decrees.
	Baboos Rajmohan Rai Chaudhuri, Krishna Chandra Rai Chaudhuri, and Hara Lal Banerji	Consider the Bill a move in the right direction, but rather too favourable to the ryots.
	Baboo Prassana Kumar Banerji	Says that the Bill effects a re-distribution of property in favour of the tenants.
	Baboo Kali Kumar Chowdhuri	Considers the Bill unfair to the landlords, and nevertheless unlikely to do real good to the ryots.
	Baboo Debendra Kumar Rai Chowdhuri	Observes that the Bill strikes at the Permanent Settlement and will cause great injustice to the zemindars. It omits to provide what is chiefly wanted, namely, a speedy means of realising rents.
3	Mr. Wace	With reference to the terms "estate," "proprietor," "tenure-holder," and "raiyat," draws attention to the case of the Terai jotedars and the necessity of defining their precise status with reference specially to the position of their under-tenants. It is not quite clear from the Bill whether they would be treated as proprietors or tenure-holders or ryots. Mr. Wace himself would like to give the sub-tenants rights of occupancy like other ryots, and it is not therefore desirable that the jotedars should be held to be "raiyats." If, again, they were classed as "proprietors," the land actually held by them would be converted into *khamar*, and future tenants of such lands would not acquire occupancy rights in them. It is, therefore, advisable that they should be included among "tenure-holders"; but as their tenures have already been treated as estates for the purposes of registration under the Land Registration Act of 1876, and they might accordingly be regarded as "proprietors," Mr. Wace suggests the following addition to clause (4) of the present section: "The registration of a tenure under section 3 (2) (*c*) of Act VII (B.C.) of 1876 shall not constitute it an estate within the meaning of clause (1)."
„ (3)	Mr. Larmidie	Observes that the part of the clause alluding to tenants of the class referred to in section 14 has been strongly objected to, and suggests that such tenants should be made tenure-holders for the purposes of chapter III only, by adding "and fixed occupancy ryots" to the heading of the chapter, and changing the word "Act" at the end of section 14 to "chapter."
„ „	Mr. J. F. Stevens	Observes that an attempt should be made to define the terms "tenure" and "under-tenure."
„ „	Mr. Bradbury	Also thinks that "tenure" should be defined, and the term "under-tenure" not used at all in the Bill, as all "under-tenures" are also tenures. He cites the case of a tenure-holder who cultivates his land himself as an instance of the necessity for a definition of "tenure." In Backergunge such tenure-holders, although possessing permanent, transferable, and heritable interests in their tenures, as the *howladars* for example, have been treated as ryots by the Revenue authorities under Act VIII (B.C.) of 1879, but Mr. Bradbury considers this classification wrong.

Chapter, part of chapter, or section.	Officers.	Opinions.
" "	The British Indian Association	Say that the word "tenure" should not include a ryot's holding, although the rent be fixed. As the Bill does not provide for the registration of transfers of tenures in the landlord's sherista, or give the landlord a right of pre-emption in respect of such transfers, while it empowers tenure-holders to confer a right of occupancy on their under-tenants, confusion would arise if ryoti holdings were classed as tenures.
" "	Baboo Ambica Charan Sen	Points out that the Bill does not apparently include small revenue-free holdings called "sidha nishkar," which are entered in the collectorate registers, among either "tenures" or "estates."
" (4)	Baboo Brajendra Coomar Seal	Also objects to the inclusion of ryots of the class described in section 14 in the category of tenure-holders, observing that in course of time the ground on which they have been called tenure-holders (merely because, as explained in paragraph 13 of the Statement of Objects and Reasons, it is convenient to do so from the draftsman's point of view) would be lost sight of, and they would cease to enjoy the privileges of a ryot.
" "	Mr. Grant	Would similarly take "occupancy ryots" (meaning apparently the ryots mentioned in section 14) out of the category of tenure-holders, and would alter the definition of "tenure-holder" so as to make it signify exclusively a middleman between the proprietor and the ryot.
" "	Baboo Mahendra Nath Mitter	Suggests that "tenure-holder" and "ryot" be defined. He also points out that the owners of bastu or homestead land who hold no land for agricultural purposes are not included under any definition of the Bill, and observes that the omission to deal with the rights and liabilities of this class will affect a large class of persons, such as barbers, blacksmiths, weavers, potters, and other artizans.
" "	Baboo Bhagwan Chunder Chakravarti	Also says that the distinction between "tenure-holder" and "ryot" be clearly laid down.
" "	Baboo Pramatha Bhusan Deb Raya	Suggests that "jotedars" be recognized in the Bill.
" (5)	Mr. Beames	Considers that an attempt should be made to define a "ryot," and that it should proceed on the following considerations:— When a zemindar lets land to a tenure-holder, he considers that he is granting, and the tenure-holder considers that he is obtaining, the right to collect rents from a number of cultivators already actually in occupation of the land so granted. When, however, the zemindar lets land to a ryot, he grants, and the ryot takes, the permission to cultivate the land himself, it not being, at the time of granting the lease, actually occupied by cultivators. The ryot who thus takes land may subsequently, without ceasing to be considered by the zemindar and by himself a ryot, sub-let portions or even the whole of such land, but at the time of taking the potta the land is not in the occupation of others. This is the broad line of demarcation between "talukdar" and "ryot," and if we use tenure-holder strictly for talukdar, this demarcation will practically hold good everywhere. It is the *intent* with which the land is granted and taken that shows where to draw the line, and the intent is clearly understood in all cases by the parties at the time the transaction occurs. It is no objection to this to say that ryoti land is often let with *kurfa* ryots actually on it, because the right of the *kurfa* practically ceases with that of the ryot from whom he holds; and if he stays on, he does so by permission of the new ryot. If a definition of ryot, based on the above idea, were introduced into the Act, it would be found to meet most, if not all, cases. It might be formulated thus:— (1) A tenure-holder is a person who takes land on lease from a proprietor with the intent of collecting the rents from the ryots, and against whom the proprietor has the remedy mentioned in Chapter XV of this Act (sale). (2) A ryot is a person who takes land from a proprietor, tenure-holder, or undertenure-holder, with the intent of cultivating it himself or by hired labour, or of subletting it, and against whom the proprietor, &c., has the remedy specified in Chapter XIII of this Act (distraint). Mr. Beames would also amend the definition of an under-ryot, being of opinion that it would be clearer if it were changed from one "holding land *below* a ryot" into one "holding land *from* a ryot." As the definition now stands, it appears to him doubtful whether the holding of a *kurfa* ryot could be brought within the definition of an "incumbrance" in section 208, whereas if the *kurfa* ryot were created as an incumbrance, the definition of the ryot, as the actual or presumable cultivator (presumable from the *intent* with which he took the land), would come in, and we should get the actual ryot on our jummabundi, and every one below him, *i.e.*, holding under him, would be omitted, or if it were desirable to record them, might be put into a subsidiary jummabundi.

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		In accordance with the above view, howladars, aymadars, mandals, and all persons who obtained grants of waste land for the purpose of bringing them under cultivation and colonizing them would fall into the position of tenure-holders. This would presumably cover also the case of the jotedars of Northern Bengal, and to some extent also that of the talukdars of Chittagong, and the present under-ryots in such estates would then become to a great extent ryots. (*See* also remarks on section 50). Mr. Beames also adds that the restriction of ryoti land, under this clause, to land held for purposes of agriculture, horticulture, or pasture excludes tanks which are let as ryoti holdings all over Eastern Bengal for fishing purposes, and lands let for the building of bazars, and observes that something must be done about the latter class of land especially, the High Court having held (in the Midnapore bazar cases) that such land is not subject to the settlement laws, and there being no other rent law which applies to them. (*See* remarks on Chapter VII of the Bill).
" "	Mr. Mosley	Would strike out the explanation, not seeing why, in a law for the protection of the cultivator, such protection should be extended to him after he ceases to be one.
" "	Mr. D'Oyly	Observes that, according to the wording of this clause, a ryot would no longer be deemed a ryot should he use or sub-let his land for any purpose other than agriculture, horticulture, or pasture, and enquires whether a tenant who, with the zemindar's consent, uses his land or sub-lets it for the purpose of brick-making, for the manufacture of saltpetre or pottery, for the extraction of limestone, or for any purpose other than those named in the clause, would cease to be a ryot.
" "	Mr. Meres	Thinks that the distinction between a ryot and a tenure-holder should be made clearer. As the definition of a ryot now stands, it would include the case of a person who takes a grant of waste land as a speculation, and after clearing a larger or smaller portion, or perhaps throwing up an embankment, sub-lets it to tenants to bring the rest under cultivation. The definition should, he suggests, be so drawn as to include the case of a man who takes up land for cultivation by himself, or by his family or servants, and it should exclude the case of a man who takes up land merely to sub-let as a speculation. It would in such a definition be necessary to fix a maximum area for a ryot's holding, and with reference to this Mr. Meres observes that he never met a genuine ryot who held 50 bigahs of land.
" "	Mr. Grant	Would include tanks within the definition of ryoti land.
" "	The British Indian Association	Suggest that the word "ryot" be clearly defined so as to exclude mere trespassers and those who use the land for purposes other than cultivation.
" "	The Behar Landholders' Association	Suggest that the words "he or his predecessor in interest came into possession of it for such purpose" be omitted altogether, and the explanation modified as follows, so as to limit sub-letting to *bhag jotedars* alone: "A holding through a *bhag jote* ryot will be a holding under this section." Payment of rent, they add, should be also made an ingredient of the definition, according to the proposal of the Rent Commission's Bill, which defined "tenant" as a person liable to pay or deliver rent.
" "	The Indian Association	Consider that "tenure" and "raiyat" should be more precisely defined, as the rights of the tenure-holder and the ryot under the Bill are very different. For instance, will the *howladars* of Eastern Bengal be classed as ryots and the actual cultivators under them treated as under-ryots, and thus debarred from acquiring the important privileges conferred on "raiyats;" or, again, will a man who holds 500 bigahs under a zemindar, and cultivating only 40 or 50 bigahs, sub-lets the rest, be considered a ryot and his sub-tenants only under-ryots? The Association think that middlemen should not be thus protected, and, in order to discourage sub-letting, suggest that all the present holders of occupancy rights who have sub-let their holdings should be treated as tenure-holders, and that when a ryot sub-lets a portion of his holding for more than two years continuously he should lose his right of occupancy in that portion, and the sub-tenant become entitled to hold it as an ordinary ryot, after giving notice to the zemindar, or the zemindar otherwise learns the fact. To prevent hardship to the zemindar he might be permitted within a year after this either to make the land *khas* (in which case section 203 should apply) or to consider the entire holding of the occupancy ryot still liable for the whole rent.
" "	The Hon'ble T. Gibbon	Observes that, with reference to sections 43(*b*), 45(1), and 47, it would seem that the ryots of a landlord holding an estate registered under two or more towjee numbers may have occupancy rights in land situated in one portion of the estate, and not in another. The definition should be so far modified as to embrace the whole estate of a proprietor as one estate. The definition of the Rent Commission, modified so as to include all mukararis and all holdings under section 14, would be preferable to the wording of the Bill. It should also clearly include all persons engaged in agriculture, &c., European as well as native cultivators of the soil.

Chapter, part of chapter, or section.	Officers.	Opinions.
„ „	Mr. Hudson	Says that, taken with some of the provisions of the Bill, the negative definition of "raiyat" will prevent planters from acquiring occupancy rights in a fair and straight way.
„ „	Maharaja Narendra Krishna Bahadur	Thinks positive definitions of "tenure" and "raiyat" necessary, and would define the latter as a tenant who holds or has come into possession of lands for purposes mentioned in the Bill, and who actually cultivates such lands by his own or hired labour, or by both, and with his own or contributory capital.
„ „	Baboo Prasanna Chundra Rai	Considers that the incidents of a horticultural holding should not be the same as those of an agricultural one, and that separate provision should, therefore, be made in the Bill for garden land.
„ „	Baboo Gopal Chunder Mukherjee	Suggests that the true position of an indigo concern, or a firm like Messrs. Watson & Co., neither registered nor having a corporate existence, should be defined, and asks whether it can be regarded as a ryot entitled to the right of occupancy. The High Court, he adds, has denied the firm that right.
„ „	Baboo Baikunt Nath Sen	Also asks whether firms and companies will be included in the definition of "ryot."
„ (6)	The Behar Landholders' Association and the Landholders of East Bengal	Suggest that the word "mediately" be omitted, as a large chain of under-ryots would otherwise be admitted.
„ „	The Hon'ble T. Gibbon	Would substitute "person" for "tenant."
„ (8)	Mr. J. F. Stevens	Thinks that "tenant" is not satisfactorily defined.
„ „	Mr. Gibbon	Considers that a positive instead of a negative definition is required, and adds that the Rent Commission defined a "tenant" as "a person liable to pay or deliver rent."
„ (10)	Baboo Brajendra Coomar Seal	Suggests that the wording of the clause be altered thus:—"Rent" means whatever is payable in money or deliverable in kind, &c."
„ „	The British Indian Association	Say that the definition of "rent" should be altered to provide for cases in which the ryot is deprived of the use of the land by a third party; and also for cases in which a lessee fails to cultivate the land, when the penalty should rest with the party who fails, and not with him who is deprived of the rightful use of his land by the failure of the defaulter.
„ (12)	Mr. Bradbury	Observes that the definition of "arrear" is defective, for the rent is frequently not paid in instalments, but in a lump sum at the end of the year.
„ (13)	Baboo Brajendra Coomar Seal	Prefers the definition in the Rent Commission's Bill, pointing out that if each of the members of a joint family, consisting, say, of five brothers, granted a lease with respect to his undivided fifth share in any lands, it would be doubtful whether the *holding* under each of the brothers would come under the definition of "holding" as given in the Bill. The words "a parcel of land" are also, he thinks, objectionable.
„ (14)	The Behar Landholders' Association and Mr. Gibbon	Point out that in Behar the agricultural year commences, for purposes of agricultural settlements, &c., on the first day of Assar, although the Fusli year itself commences in Assin.
„ (16)	The British Indian Association	Say that "transfer" should not include mortgage, as otherwise a mortgagee without possession would have the right of obtaining registration of his name in the zemindar's sherista.
„ „	The Landholders of East Bengal	Also observe that "transfer" should not include mortgage.
„ (17)	The Hon'ble T. Gibbon	Remarks that if the word "succession" is applicable to property acquired by purchase, assignment, or transfer, it should be so applied in the definition, so as to make it clear that the transferee succeeds as a matter of right to all the rights owned by the transferor.
„ (19)	Mr. Meres	Questions the clearness of this paragraph regarding the word "stamped," as it does not distinctly show whether the person referred to is the man making the mark or the person whose name is engraved on the seal.
„ „	The Landholders of East Bengal	Ask whether "stamped" includes "sealed."
„	Baboo Amrita Lal Chatterjee	Suggests that "land" should be defined.
4 (c)	Mr. Bradbury	Points out that the word "out" is superfluous.

Chapter, part of chapter, or section.	Officers.	Opinions.
„ „	The British Indian Association	Objects to the exemption of khas mehals and wards' estates from the operation of the new law. The subordinate agency employed by the Government is not, they observe, superior in character and position to that employed by private landlords, and it is only fair that the rights of all tenure-holders and ryots should be regulated by one code of laws. The Association also consider the illustration most unfortunate, because it assumes the existence of a customary right which exists nowhere, and would encourage under-ryots to make false claims.
„	The Indian Association	Would omit clause (*c*), as the mode of realizing rents on Government and Wards' Estates entail great hardship on the ryots.
Chapter II & section 5.	Lord Ulick Browne	Considers the general effect of this chapter, in preventing the zemindars from using, after the preparation of the register of *khamar* lands, *waste* lands, and lands abandoned by tenants, unjust to the landlords.
„	Mr. Monro	Observes that in Lower Bengal there is no such extensive recognition of the difference between *khamar* and *ryoti* land as exists in Behar with reference to *zerat*, and that it would, therefore, be better to leave the survey of *khamar* lands alone until it can be undertaken as part of the general field survey of the province (which is essential to the proper settlement of the differences between landlords and tenants). The zemindars in Bengal have shown no tendency to bring *ryoti* into the category of *khamar* lands, although this tendency undoubtedly exists in Behar, and for Behar this chapter is chiefly framed. In Bengal it is rather the ryots who filch *khamar* land when they get a chance, and call it *ryoti*. He adds that if the definition given in section 5 of *khamar* land is not extended so as to cover *utbundi*, *chur*, and *nakshan* lands, injustice will be done to the zemindar.
„	Mr. Barlow	Says that section 5, as it stands, might have the effect of converting into *khamar* all waste lands which for 12 continuous years before the commencement of the Act might have been held by the proprietor in his own possession, whereas this would be in direct opposition to the general principles and intention of the Bill. He would, therefore, substitute the word "cultivated" for "held" in clause 1, and also add the words "whether with his own stock, or by his servants, or by hired labour." The effect of this amendment would be to make all waste lands "ryoti," but this is preferable to the result just alluded to. Mr. Barlow also suggests that the word "khamut," which is used in certain parts of the Bhagulpore Division for "zerat," should be inserted in clause 2 (*a*) and (*b*) after "zerat."
„	Mr. Halliday	Observes that the case of deara land which might come into existence subsequently to the passing of the Act does not seem to be provided for, unless it is by section 6. He also points out that in partition cases small proprietors might find themselves dispossessed of their "zerat," and suggests that provision should be made to allow of their retaining their shares. He further thinks that, if, as sometimes happens, the ryots prefer, on the occurrence of a partition, to abandon their lands under a small sharer, and take other lands under the larger sharers, it should be provided that the lands so abandoned becomes the small proprietor's "zerat."
„	Mr. Tayler	Thinks the provisions of the chapter inapplicable to his district, in which the *utbandi* system prevails to a very great extent. Lands let out on this system are considered exclusively the property of the landlords, but the Bill will make them ryoti, and it seems questionable whether privileges so long enjoyed, and from which no injury to the ryots accrues, should be taken away. Planters too, Mr. Tayler adds, frequently let out their khas lands to ryots for a season or two—a practice which is advantageous to the ryots as well as themselves, but which would have to be put a stop to unless the Bill is amended.
„	Mr. Mosley	Would strike out the words "before the commencement of this Act" wherever it occurs in section 5. He does not think the chapter a good one, and fails to see why the zemindar should not be in as good a position as the ryot as regards the right of occupancy.
„	Mr. Wyer	Objects strongly to this chapter. He admits that there should be an authentic register of *khamar* land in a village, but thinks that the zemindar should be allowed to add to his *khamar* or *sir* land.
„	Mr. Samuells	Observes that this chapter and the definition of *khamar* are almost superfluous alongside of chapter X, under which the ryot's interest merges in that of the landlord, unless the latter declares to hold as a ryot within three months. The zemindar, moreover, will be able from time to time to increase his *khamar* by holding *khas* occupancy holdings which he has purchased and holdings which have lapsed, and the proposed survey will, therefore, be a mere waste of time as well as a fertile source of litigation. He also enquires whether lands held by "*bhag joteders*" will be considered *khamar* or not.

Chapter, part of chapter, or section,	Officers.	Opinions.
,,	Mr. Westmacott	Says that the chapter has little, if any, practical application in Bengal.
,,	Mr. Glazier	Says that the pleaders of Pubna object to the limitation of *khamar*.
,,	Mr. Wace	Approves of the principle of preventing the zemindars from increasing their *khamar*, but suggests that it should be relaxed in favour of petty proprietors and revenue-free holders.
,,	Baboo Tarak Nath Mullick	Approves of this chapter.
,,	Baboo Har Mohan Sen	Thinks it objectionable that the zemindar should be prohibited from increasing his existing stock of *khamar*, and says that this will reduce the value of estates where the present *khamar* lands are, for special reasons, of limited extent. He suggests, as the fairest arrangement, that a certain percentage of *khamar* land be fixed, and zemindars who do not at present hold that percentage be permitted to increase their *khamar* up to it as opportunity occurs.
,,	Mr. J. F. Stevens	Strongly approves of the provisions for ascertaining and registering *khamar* land, and thinks it fair to presume all land to be *ryoti* until the contrary is proved. He is decidedly in favour of limiting the power of the landlord to convert *ryoti* land into *khamar*; but considers that the Bill should not absolutely prevent the increase of the stock of *khamar* land in future. He would provide that no *ryoti* land now under cultivation be hereafter converted into *khamar*, but would not prevent the landlord from acquiring as *khamar* uncultivated land which he may bring under cultivation by his servants and labourers. He would, however, require the landlord to register any such addition to his *khamar* when a survey of the latter has already been made, or has been ordered under section 7. He also asks whether in section 5 the proprietor's holding the land as his private land means necessarily having the land in his own occupation.
,,	Mr. Towers	Thinks the expression "private land" in section 6 too vague. There is, he observes, a good deal of land which the proprietors let out for yearly cultivation in which no right of occupancy is ever claimed, and it will be a hardship to the landlord if such land is held to be *ryoti* within the meaning of the Bill. He also considers that the survey and register under section 7 will be a work of enormous difficulty, and give rise to much litigation, and that it would be better to allow each case to be settled by the Courts as it arises. No injustice is, he says, felt by the ryots on this subject in Eastern Bengal.
,,	Mr. Grant	Doubts the policy of this chapter and the possibility of enforcing it. Why, he asks, should a proprietor be restricted from converting into *khamar* lands from which the ryot has been lawfully evicted, or which he has vacated by surrender, or to which there is no heir? There is, again, nothing in the Bill to prevent a proprietor from purchasing occupancy rights and then holding the land *khas*, and it is, indeed, to be feared that this expedient will be largely resorted to as the only one by which occupancy rights can be extinguished; and that *khamar* lands will thus largely increase in spite of the Bill. It must be remembered, Mr. Grant remarks, that, in some instances, a zemindar can find no one to take up lands from which the previous tenant has absconded or been evicted, or which he has surrendered, or to which the last occupant has left no heir; and in such a case the zemindar *must* hold the land khas, or in *bhagjote*, or let it lie idle while he is paying revenue for it.
,,	Baboo Mohendra Nath Mitter	Thinks the definition of *khamar* land arbitrary, and that no good or sufficient reason is shown why the landlord should be restrained in the exercise of his undoubted right to increase his *khamar* or *nijjote* land when a ryot absconds or surrenders his holding or is ejected.
,,	Baboo Bhagwan Chunder Chakravarti	Approves of the distinction between *khamar* and *ryoti* land.
,,	Syed Moazzim Hossein	Says that section 6 is unjust and unreasonable, and that every zemindar should be looked upon as proprietor of his land, and be allowed to keep as much land for his private use as he requires.
,,	Baboo Nafar Chunder Bhatta	Approves of the provisions of this chapter, as the proprietors have no right to extend the area of *khamar* and *nijjote* lands, and thus curtail the area for the growth of occupancy rights, even under the present law.
,,	The British Indian Association	Observe that the chapter involves an arbitrary inroad upon one of the most valuable rights of the landholders. While *khamar* lands are frequently converted into ryoti lands by the act of the landholders, large additions are daily made to their *khamar* lands by accretion, relinquishment, deaths of ryots without heirs, purchase of holdings, &c. From their very nature all accretions are the private property of the zemindar, and the existing laws grant them to him as his special right. The principle which underlies the chapter would, besides, seriously clog, if not extinguish, an undoubted right which landholders have all along enjoyed, namely, that

Chapter, part of chapter, or section.	Officers.	Opinions.
		of claiming enhancement of rent on the ground of the ryot being in possession of more land than he pays rent for. The chapter is, moreover, eminently unpractical, as it ignores the existence in the village of all rent-free lands, service lands and land temporarily given away by the landlords for the benefit of pundits or moulvis, for the worship of a village idol, or for the annual celebration of a village festival. Besides, very few zemindars have measurement papers of their estates to show what lands are their *khamar*, and an immense amount of time and money would have to be expended by them in preparing such statements.
"	The Behar Landholders' Association	Say that the zemindar being the owner of all waste lands, and of other lands which have been abandoned by ryots or have otherwise come into his possession, and there being no village custom forbidding the conversion of such lands into zerat, it would be an act of spoliation to deprive him of this privilege, and that a register once made should not, therefore, hold good for all time to come. They also suggest that after "proprietor" in sub-sections (1) and (2) the words "his representative in interest" should be added; and observe that no village custom such as is alluded to in clause (*a*) of sub-section (2) exists anywhere. They further say that the words "have been held as zerat" are not clear, and ask whether holding through a ryot will not come within these words, although the provisions of section 49 would point the other way.
"	The Landholders of East Bengal	Observe that this chapter will entail a good deal of trouble and expense without any advantage. They deny that zemindars absorb *ryoti* into *khamar* land in Bengal, and also ask why a zemindar should be required to prove 12 years' possession.
"	The Hon'ble T. Gibbon	After suggesting that *khamar* lands may be identical with "*bhaoli*, in which the landlord's direct possession is not necessary to their *khamar* character, says that in Bengal all lands lying waste, alluvial accretions (other than lands reformed on old holdings), and all drains, "duggers," roads, and water-courses are looked upon as *khamar*. It is now proposed that a landlord shall have a right to claim such lands only as *khamar*, *nijjote*, *sir*, or *zerat* as he has held as his private land for twelve years continuously before the commencement of the Bill; but what, Mr. Gibbon asks, is to constitute "his having held as private land for twelve years continuously"? Is the possession of the ryot to be looked upon in these cases as the possession of the landlord? Or is the landlord to be allowed to retain in his possession only such lands as he has held and cultivated at his own expense for twelve years? In North Behar, and, Mr. Gibbon believes, in Behar generally, the custom was formerly that *zerat* lands leased to the ryots on the "*bhaoli*" system reverted to the landlord whenever he required them, while those leased on a money rent merged in the rest of the *ryoti* lands, the landlord having no more right to resume them than he had to resume other *ryoti* holdings. Acts X of 1859 and VIII of 1869, however, contrary to custom, declared lands once zerat always zerat, and in this respect have done much to unsettle ryoti holdings. Mr. Gibbon would, therefore, revert to the former custom, confirming the title of every landlord who at present holds and himself cultivates land as zerat, but allowing any landlord who has, in accordance with the provisions of Act VIII of 1869, leased to ryots any zerat lands that he has cultivated at his own expense at any time during the last five years, to resume those lands within a given time after the expiry of the term for which they are at present leased, on the understanding that lands not resumed within such time would be treated as *ryoti*. All lands lying waste Mr. Gibbon would leave at the disposal of the landlord to be cultivated by himself or reserved as grazing grounds or leased to ryots. The word "khamar" may, he says, cover such land in Bengal, but "zerat" certainly does not in Behar.
"	Maharaja Narendra Krishna Bahadur	Consider that there is no necessity for a survey of *khamar* lands in Bengal, and that such an undertaking will cause immense expense and trouble to the landlords. The presumption established by section 6 would also, he observes, be unfair to the landlords as they generally possess no papers to prove the *khamar* character of their lands. He observes that *khamar* lands may be divided into two classes: (*a*) those which were *khamar* before 1765 and were chiefly granted to the zemindars as *madad-i-maash* or maintenance grants; and (*b*) those which became *khamar* between 1765 and 1793 in various ways, including deserted lands, escheats, and service lands. In both cases, he states, the lands are as much the property of the zemindar as his house or garden, and they should have the same incidents as other immoveable property. In this view he considers that the meaning of holding as "private land" should be made clear, and objects to the condition of possession for 12 years. He also suggests that clause (*a*) (2) regarding zerat should be applied also to *khamar* in Bengal.
"	Messrs. Tweedie and Oatts	Say that it is impossible to define *khamar* without defining *ryoti* tenures at the same time.

Chaptor, part of chapter, or section.	Officers.	Opinions.
,,	Baboo Pramatha Bhusan Deb Raya	Says that, for agricultural and horticultural improvements, zemindars should be allowed to increase their *khamar* land.
,,	Baboo Prasana Chunder Roy	Considers that the definition of *khamar* land is not explicit enough, and that, if not altered, it will give rise to a great deal of litigation, but approves of the survey of such lands.
,,	Rai Jadunath Rai	Observes that the term *khamar* is used in his and the neighbouring districts to mean land kept for the storage of crops just before threshing, and that its definition should, therefore, be made clearer.
,,	Baboo Nafar Chunder Pal Chowdhuri	Strongly protests against sections 5 and 6, and suggests that the *utbandi* lands of Nuddea, Jessore, and Moorshedabad be excluded from their operation. He adds that sections 45 and 47 taken along with these sections will give almost all ryots a right of occupancy the moment they enter on *utbandi* lands, and considers this unfair to the landlord.
,,	Baboo Baikunt Nath Sen	Says that uncultivated or unculturable waste lands ought to be treated as *khamar* land.
,,	Baboo Ram Das Sen	Considers the chapter highly objectionable, and would leave the zemindars complete freedom to deal with lands not in the possession of ryots.
,,	Baboo Gopal Chunder Mukherjee	Says that the chapter will lead to discontent, and cause the zemindars to absorb a larger proportion of *ryoti* land into their *khamar*; and suggests that a section be added to the chapter, on the analogy of section 89 of the Land Registration Act (VII of 1876, B.C.), providing that registration of *khamar* lands under the chapter will not affect the rights of third parties or their remedy by civil suit.
,,	Moulvie Abdoos Sobhan Chowdhury	Would declare waste lands and lands under water *khamar*.
,,	Baboo Gurudas Sen	Points out that besides *khamar* and *ryoti* there are *lakhiraj* lands which cannot be included in either class.
,,	Baboo Girija Prasanna Mukherji	Says that there is really no distinct class of land known as *khamar*, and that every landlord should be permitted to transform *ryoti* land in the so-called *khamar*, or *vice versâ* at his discretion.
,,	Baboos Pratab Chandra Ghose and Chandra Kumar Rai	Offer similar remarks.
,,	Baboo Prasanna Kumar Banerji	Denies the necessity for the registration of *khamar* lands in Bengal, and says that this will lead to litigation.
,,	Baboo Debendra Kumar Rai Chaudhuri	Is of the same opinion.
6	Mr. Larminie	Says that waste lands should be classed as *khamar*.
,,	Mr. Bradbury	Asks how and why land which is admittedly not *khamar*, but which is comprehended in a permanent, heritable, and transferable tenure within an estate, and cultivated by the holder of such tenure, is to be deemed *ryoti* land of that estate. The framers of the section seem to him to have ignored estates not consisting exclusively of *khamar* and *ryoti* land.
,,	Baboo Brajendra Coomar Seal	Thinks that the presumption contained in the latter part of this section, if allowed to remain, is likely to create difficulty. A ryot suing to recover possession of land on the ground that it is his *ryoti* land, while the landlord contends that it is *khamar*, can start the case by producing an extract from the papers relating to the measurement provided for by the Act, and it would, therefore, hardly be fair to call upon the defendant in the first instance to disprove the case set forth in the plaint.
7	Mr. Alexander	Observes that the work of survey and registration will be very heavy and expensive, and that it is doubtful whether, when done, it will be worth the trouble and cost.
,,	Baboo Shamadhaba Roy	Considers that a complete survey and record of the existing *khamar* lands will remove the possibility of all future disputes in the matter.
,,	The British Indian Association	Deny the necessity for the survey and registration of *khamar* lands, there being no disputes regarding these lands, except in the North Gangetic districts, where indigo is grown, and the zemindars having never sought to prevent the accrual of occupancy rights on the ground that lands are *nijjote* or *khamar*. These provisions will, they observe, cause much litigation between zemindar and ryot, and considerable expense to both.
,,	The Indian Association	Suggests that any person dissatisfied with an entry in the register should be permitted within a fixed time to bring a suit, as it is desirable that rights to land, whether *khamar* or *ryoti*, should not be summarily disposed of by a Collector.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Lala Ram Bihari Kapur	Says that a survey of *khamar* lands would cause trouble, expense, and litigation disproportionate to the advantages likely to accrue from it.
8	Mr. Barlow	Observes that if the Government does not intend to defray the expenses of the surveys, it should be made perfectly clear that the expression "conduct of such surveys" includes "the apportionment and recovery of expenses."
9	The Behar Landholders' Association	Say that the Collector could do nothing in a village where there is no custom established before the commencement of this Act to assist him in recognizing *khamar* lands, and that this makes it a matter of necessity to amend the definition of *khamar* land.
„	The Hon'ble T. Gibbon	Observes that the Act should say who is to pay for the preparation of the register.
10	Mr. Larminie	Would extend the period allowed for appeal to three months.
„	The Behar Landholders' Association	Consider the period of one month rather short.
„	Baboo Gurudas Sen	Would also give three months for appeal.
12	„	Would say six instead of three months.
13	Mr. Bradbury	Observes, as on section 6, that the framers of this section seem to have again ignored estates not consisting exclusively of *khamar* and *ryoti* land.
14	Mr. Beames	Objects to the conversion of an occupancy ryot holding at fixed rates into a tenure-holder, this being foreign to the ideas and customs of the people, and likely to give rise to much confusion.
„	Mr. J. F. Stevens	Considers all the provisions of this chapter just, but is not quite clear as to the working of section 27 (3) and section 34.
„	The British Indian Association	Say that this section is intended either to attach a value to a class of property which never had such value before, or to simplify classification. In the former case it unnecessarily and unjustly deprives the landholder of one of his existing rights, and in the latter it is objectionable for the reasons assigned in the remarks on section 3, definition 3.
„	Mr. Westmacott	Considers that these provisions regarding fixed rents, though not new, are unjust to the landlord. Rents in India being based on a division of the crop, it is, he observes, opposed both to equity and to the traditions of the people to allow the cultivator to monopolize all the benefit of an increase in the money value of his crop.
„	Mr. Tweedie	Suggests that every ryot who claims to hold at an unchanged rate from the Permanent Settlement be assessed at the pergunnah rate, that having been the rate followed at the Permanent Settlement.
„	Baboo Girindra Nath Mookerjee	Says that sections 14-20 will turn the ryots into middlemen, and that the under-tenants will suffer.
„	Baboo Gopal Chunder Mookerjee	Suggests that in the third line of sections 14 and 15 the words "at a rate of rent" be substituted for "at a rent," as the lands of these ryots in some places vary from year to year, although the *rate* remains unchanged.
„	Baboo Baikunt Nath Sen	Says that much difficulty and litigation will be caused, especially as regards the furnishing of receipts and accounts to tenants, if these holdings are treated as tenures.
15	Mr. Monro	Much prefers the previous proposal of limiting the proof required to 20 years' unchanged rent before 1859.
„	Mr. Stevens	Says that it is not clear whether the last period of 20 years or any 20 years since the Permanent Settlement is meant.
„	The British Indian Association	Observes that this section, instead of giving the zemindar any relief from the operation of the 20 years' presumption, makes it practically impossible for him to rebut that presumption. The experience of the last 23 years has already shown that in 95 per cent. of suits for enhancement of rent landlords are unable to meet the presumption, those who have come into possession of estates and talooks by purchases made at sales for arrears of revenue or rent, or in execution of decrees, having received no papers from the former proprietors, and those who have purchased at private sales being no better off, considering the great difficulty of preserving from white-ants and other sources of destruction massive collection papers of a period more than 30 or 40 years old. It is impossible for landholders to adduce evidence, except in rare cases, to rebut the presumption, and the Association accordingly approve of the suggestion of Mr. Reynolds (whose remarks they quote) that no such presumption should be allowed unless the ryot succeeds in proving uniform payment from 1839, *i.e.*, 20 years before the date of the passing of Act X of 1859, which for the first time enacted the rule.
„	The Behar Landholders' Association	Object to the presumption on the ground that every tenant would claim it, and thus shift the burden of proof on the landlord. The proposal of Mr. Reynolds was, they observe, more equitable.

Chapter, part of chapter or section.	Officers.	Opinions.
„	The Landholders of East Bengal	Offer similar remarks about the difficulty of rebutting the presumption, and suggest that the term of 20 years be extended to 40 years from the institution of the suit.
„	Maharaja Narendra Krishna Bahadur	Objects to the presumption being raised by uniform payment for *any* period of 20 years, instead of the 20 years immediately preceding the institution of the suit.
„	Raja Pramatha Nath Rai Bahadur	Would either omit this section altogether or adopt the form which it took in Mr. Reynolds' Bill.
„	The Hon'ble T. Gibbon	Observes that sections 14 and 15, following in substance sections 3 and 4 of Act X, are wrong in principle and injurious in practice, and that the Legislature, in decreeing to the ryots a right to hold their lands at fixed rates in perpetuity, and in granting them the means of acquiring further rights in the future, has exceeded the powers it reserved to itself at the time of the Permanent Settlement, and transferred the proprietory right in the soil from the landlord to the tenant. These sections are injurious in practice, as they have destroyed the landlord's faith in the consistency of our laws, and compelled many landlords, who might otherwise have been lenient to their ryots, to raise their rents every few years for fear of losing the power to do so for ever. Mr. Gibbon adds that the laws of 1793 never intended that any class of ryots should be allowed to hold at fixed rates in perpetuity, and that, besides, no ryot could now prove that he has held by himself and through his ancestors at a fixed rate since the Permanent Settlement.
„	Rai Jadu Nath Rai	Considers the presumption unfair to the zemindar.
„	Baboo Prasanna Chunder Roy	Says that as this section stands, it allows the presumption for any 20 years before the institution of the suit, and suggests that a particular time should be fixed immediately before which the ryot will have to show that he held for 20 years continuously at a uniform rate of rent. He adds that auction purchasers will be at a great disadvantage under this section, as they will not have the collection papers by them.
„	Baboo Nafar Chunder Pal Chowdhury	Considers that the presumption should be allowed only in case of payment at the same rate for 20 years before 1859, and thereafter down to the institution of the suit.
„	Baboo Girija Prasanna Mukherji	Says that the proposal to allow the presumption to arise in respect of uniform payment for *any* period of 20 years, and the restriction imposed on enhancement by section 18, are contrary to the terms of the Permanent Settlement, and injurious to the interests of the zemindars.
„	Baboo Chandra Kumar Rai	Says that the holdings of ryots claiming to have held at fixed rates since the Permanent Settlement should be measured and assessed at pergunnah rates, no ryot having a right to hold at lower rates than these.
16	Mr. Samuells	Says that this section seems to go too far, as it would apply to a "*bhag-jotedar*," who is accustomed to be frequently shifted at the pleasure of the landlord.
17	„	Thinks that the separation spoken of in this section should be valid only if made with the consent of the landlord.
„	Baboo Mahendra Nath Mitter	Points out that if land held at a fixed rent from the time of the Permanent Settlement be amalgamated with other land into one holding, the character of the tenure will be lost, and it will be difficult to ascertain whether the rent has varied or not.
„	Raja Pramatha Nath Rai Bahadur	To prevent the section being misunderstood would add "if the rate of rent has not been altered thereby," which appeared in the Rent Commission's and Mr. Reynolds' Bill.
„	Baboo Girindra Nath Mookherjee	Says that if this section implies that the mere separation of any land from, or its amalgamation with, a holding will deprive the landlord of his right to enhance the rent, it is objectionable.
„	Dr. Ram Das Sen	Says that the section introduces a change which cannot be deemed equitable. A separation of land from the holding unless made with the sanction of the zemindar, justifies a distribution, and, therefore, a change of the rent, while the amalgamation of a portion of the holding with other land should not at once give permanency to the tenure of the new lands.
18	Mr. Barlow	Objects to clause (1) (*a*) on the grounds: (1) that recognition of the special custom of the district would promote litigation and false swearing, by tempting zemindars to make innovations and describe them as existing customs; and (2) that crafty zemindars would persuade ignorant tenure-holders to accept reductions of rent in years of scarcity, and thus destroy the character of their tenures. He would omit clause (*b*) and amend clause (*a*) by inserting after "except on proof" the words "of liability to enhancement by the conditions under which the tenure is held," at the same time substituting "shall not be deemed a change of rent" for the last words of clause (2).

Chapter, part of chapter, or section.	Officers.	Opinions.
,,	Mr. D'Oyly	Would substitute "locality" for "district."
,,	The British Indian Association	Observe that this is a new restriction on the right of enhancement, alike unfair and uncalled for. In those cases in which it will be shown that a tenure has existed since the Permanent Settlement, although at a varying rent, the zemindar will have to prove his right to enhance before he gets a decree; but how is he to prove such a right? If the right be not deemed to have been conferred by the Permanent Settlement Regulation, landholders must give up all attempt of establishing it by proof of custom or contract. There is no custom, one way or the other, affecting the zemindar's right of enhancement, and as regards contract, it is well known that no written engagements exist in respect to a large number of tenures.
,,	The Behar Landholders' Association	Say that it should be made clear that this section applies only to ryots entitled to hold at fixed rates, and not to other ryots. If this is done, the Association will not object to the conversion of the former class of ryots into tenure-holders under section 14.
,, (b)	Baboo Prasanna Chunder Roy	Considers that it ought to be clearly provided that when a tenure has been held from the time of the Permanent Settlement, any change of rent, either by way of enhancement or abatement, would entitle the landlord to sue for enhancement.
20	Mr. Monro	Asks whether this provision is to have retrospective effect with reference to the thousands of temporarily settled estates in Bengal.
,,	Mr. Bradbury	Asks what is the express recognition contemplated by this section. Must such recognition be recorded? How can the non-recognition of a right affect such right? Suppose the Revenue authorities have in all previous settlement proceedings recorded the existence of a tenure, and at no date enhanced the rent thereof, are they at liberty to enhance the rent whenever so minded, and by what restriction is the enhancement to be limited? Again, who is an authority empowered by the Government to "make definitively" settlements? The Commissioners and the Board of Revenue confirm settlements, but make none. The Collector and his subordinates make them, but not definitively, for their orders are not final, nor of any effect until confirmed. Mr. Bradbury says that another question is suggested by some appeals recently heard by him. Sections 120 and 121 are designed to replace Act VIII (B.C.) of 1879, which the Bill proposes to repeal, but no portion of the Bill empowers the Revenue authorities to enhance the rents of a tenant of an estate which is private property, but which is periodically settled by them, and the rents and profits of which they realize by reason of the recusancy of the proprietors. He asks, further, whether the application of the present section is to be confined to districts in no part of which land has been permanently settled, or to govern settlements of all land not permanently settled in whatever district situated. The language of the section is, he observes, susceptible of the latter interpretation only, but the marginal note favours the former. Finally, Mr. Bradbury expresses the opinion that ryots in Government estates should be treated like their neighbours in zemindari estates.
,,	Baboo Nafar Chunder Bhatta	Observes that this section is not in keeping with the spirit of the Bill.
,,	The Behar Landholders' Association	Object to the power given to the Collector under this section to override contracts.
21	Mr. Beames	Thinks the limit of 30 per cent. too high, and would not allow more than 20 per cent. In a vast majority of cases, however, there will be no necessity, he observes, for Courts to apply sub-sections (3) and (4), as cases in which the customary rates payable by persons holding similar tenures in the neighbourhood cannot be ascertained must be very rare.
,,	Lord Ulick Browne	Objects to the provisions of this and the three following sections regarding the profits of tenures and enhancement of their rents.
,,	Mr. Halliday	Has no special objection to the provisions for enhancement of the rent of tenures, but remarks that there appears to be no particular reason for having a minimum of enhancement. For instance, if in any instance the profits were Rs 100 and the rent Rs. 60, the tenure-holder's share would be Rs. 40; but under the Bill his share would be reduced to Rs. 30, which in many instances might be very unfair.
,,	Mr. Larminie	Says that Messrs. Grant and Gupta would omit this and the three following sections altogether and not allow any enhancement of the middleman's rent; but he himself agrees with Mr. Jones in supporting the sections as they stand.
,, (4)	Mr. Garrett	Would substitute "not exceeding 70 per cent. thereof" for the words "whether it exceeds 30 per cent. thereof or not." As the sub-section now stands, he says, the entire balance might be awarded to the tenure-holder, but in no conceivable case could this be fair, as the landlord is entitled to something for the use of the land, although it might have been entirely waste when made over to the tenant

Chapter, part of chapter, or section.	Officers.	Opinions.
„ (5)		For the reason just stated, Mr. Garrett also recommends the substitution of, the following after "any share"—"not exceeding 75 per cent. and not less than 10 per cent. of the balance mentioned in sub-section 3." The tenant is, he observes, entitled, first, to the same amount of profit as if he had not made improvements, and secondly, to a fair profit on his outlay; but the landlord is also entitled to something for the land or "raw material" which he supplies.
„	Mr. Wyer	Would not allow any enhancement of the rent of middlemen, as it would have a tendency constantly to increase their number and that of enhancement suits. If, however, enhancement is allowed, he would fix no maximum, for in many cases a fixed maximum would bear hard on the landlord.
„	Mr. Samuells	Considers that the provisions of these sections will protect the ryots from undue enhancement.
„ (4)	Mr. Westmacott	Says that if no landlord can enhance until the majority of his neighbours have enhanced, enhancement could never be commenced in cases where a number of tenures were created at the same time and at the same rates of rent over a large area. He adds that in jungleblooree tenures the ryot expects to recoup his expenditure during his lease, and that he should not, therefore, be allowed to hold on exceptionally favourable terms after its expiry.
„ (4)	Rai Jadunath Rai	Objects to the words "gross rents payable to him," as they may not include the rent of lands held for the tenure-holder's private use.
„ (3)	Baboo Pramatha Bhushan Deo Raya	Suggests that 15 per cent. be substituted for 10, to allow tenure-holders of the second degree a similar margin of profit.
„	Baboo Bhagwan Chunder Chakravarti	Says that the limits laid down in this and three following sections will tell seriously on enhancement and stand in the way of progress and improvement.
„	Baboo Girindra Nath Mookherjee	Considers that the same sections award to the tenure-holder too high percentage of profit.
„	Baboo Girija Prasanna Mukherji	Would avoid the use of the word "customary," which, he observes, is ambiguous. He would say: "Where the rent of a tenure-holder or ryot is liable to enhancement, it may be enhanced up to the limit of the rate paid by those holding similar lands in the vicinity." Sub-sections (2), (3) and (5) are, he considers, uncalled for, as in almost every district in Bengal there is a maximum rate of rent for every class of land which every ryot knows, and it is, therefore, unnecessary to give any discretion to the Court in the matter.
22	Mr. Halliday	Says that the limit would be hard on auction purchasers in the case of under-tenures which are created by zemindars in the names of their wives and families at quit-rents, and are held separately from the zemindari.
„	Mr. Alexander	Says that the Burrisaul zemindars object to sections 22 and 24 of the Bill, and argue that no limit, either of amount or of time, should be set in the matter of enhancement of rents payable by tenure-holders. Mr. Alexander, however, thinks these provisions equitable.
„	Mr. Stevens	Would say that the *rate of rent* and not *the rent* should not be doubled, considering this fairer to the landlord.
„	Mr. Mosley	Would omit sections 22, 23, and 24, and leave these points to the Courts.
„	Mr. Westmacott	Asks what is to be the limit of rent when a tenure has been granted rent-free for a term.
„	Mr. Glazier	Says that the pleaders of Pubna disapprove of this limitation of enhancement.
„	Baboo Tarak Nath Mullick	Says that this section will be hard on the zemindars in the cases, of which he knows many, where the tenants are found to hold several times as much land as was originally included in their tenures.
„	Baboo Nafar Chunder Pal Chowdhry	Objects to the double limit of this section and suggests that section 23 be struck out.
„	The Behar Landholders' Association	Observe that the double limit, gradual enhancement, and the ten years' rule will tell very hard in cases of accretions to tenures. The ryots usually pay a nominal rent for such lands at first, but as soon as they have acquired fertility are willing generally to pay several times the original rent at once. These rules will also check improvements by the landlord.
„	Maharaja Narendra Krishna Bahadur	Says that the double limit will be unfair to the landlord in many cases.
„	Baboos Mathur Lal Nag and Guru Das Sen	Also object to the double limit.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Dr. Ram Das Sen	Objects to the limit, and suggests that it should be left to the Courts to decide what would be fair and equitable rent in any particular case.
„	Baboo Chandra Kumar Rai	Considers that the double limit should not apply to cases where the tenant has increased the area of his holding by encroachments.
23	Mr. Westmacott	Considers this and the next section very fair.
„	Baboo Guru Das Sen	Approves of this section, but would omit section 24.
„	Baboo Kalidas Deb	On the other hand, thinks that the enhanced rent should be allowed to take effect at once, and this applies also to section 77.
24	Mr. Garrett	Thinks the rule most excellent, as it deprives zemindars of the power of harassing their under-tenants by incessant litigation.
„	Mr. Tweedie	Considers that enhancement should be allowed as often as lands can be shown to be held in excess.
25	Mr. Monro	Would give the right of pre-emption to the landlord in the case of transfer of tenures.
„	Mr. Halliday	Observes that the Behar Landholders' Association have raised the contention that, the landlord should be allowed the right of pre-emption in permanent tenures, but he does not agree, observing that at present there is no right of pre-emption in the case of tenures (such as the guzashta rights in Shahabad), and no special reason appears for according it now.
„	Mr. Tayler	Would allow a right of pre-emption under this section, as in the case of occupancy rights.
„	Mr. Bradbury	Referring to sections 25, 27, 29, 30, 31, & 209, enquires what is meant by "permanent tenure." Is it a tenure that is transferable at will and heritable, and is every right of occupancy to which section 14 applies to be deemed a permanent tenure?
„	Baboo Brajendra Kumar Seal	Says that it should be made clear that a permanent tenure is *heritable*.
„	Baboo Nafar Chunder Bhatta	Thinks that there ought to be a section for forfeiture of a non-transferable tenure if transferred, and that it would be a great boon to the zemindars if all transferable tenures were declared liable to summary sale, like patnis, on application to the sub-divisional officers. He adds that it would similarly be a great relief to some tenure-holders if they had the option of insisting upon the sale of the tenures for arrears in the first instance, to prevent the zemindar from proceeding against their other property or their person, where the tenure is an unprofitable one. It would also answer as well if the tenure-holder had the option of relinquishing his tenure like the ryots.
„	The British Indian Association	Think the right of free sale given by this section unjust to the zemindars and ruinous to the ryots. It may be urged, the Association say, that the number of such holdings is small, but it is increasing through the action of the Courts and of landlords; while, as the section applies to all "permanent tenures," occupancy ryots would make use of it to plead that their holdings are permanent, and, by exercising the right of sale, soon reduce themselves to day-labourers. Whatever may be the custom in some of the Eastern districts, the sale of ryoti holdings, even with the consent of the landlord, is very limited in the Western districts, and if the present law were left untouched, matters would, the Association think, adapt themselves to local conditions and circumstances. The custom which has grown up in some of the Eastern districts has nothing pernicious in it, the holdings there being large, cultivation being mostly carried on by hired labour, and the transfer of the holding causing, therefore, no change for the worse in the condition of the tenant; but the lesson given by the Deccan ryots should be a warning to the extension of the right of free sale to other places.
„	The Behar Landholders' Association	Ask why a right of pre-emption should not be given to the proprietors in cases of sale of tenures.
„	The Hon'ble T. Gibbon	Thinks that, unless the Legislature is prepared to alter the present registration law and make the registration of wills compulsory, or specially provide for the registration of ryots' wills, it is not advisable to give the ryot holding at fixed rates the power to bequeath his property to others. Some distinction should also, he considers, be made between tenure-holders whose titles are undisputed, and ryots who claim to hold at fixed rates, but whose claims have never been directly acknowledged in a Court of law or by the landlord.
„	Rai Jadunath Rai	Remarks that no provision has been made to prevent the purchase of permanent tenures by hostile and rival zemindars, and that the right of pre-emption should extend to them.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Baboo Gopal Chunder Mukherji	Suggests the addition of "sub-let" after "bequeathed."
„	Baboo Girija Prasanna Mukherji	Objects to a permanent tenure being made transferable without the consent of the zemindar, contrary to the existing custom, as the landlord is not to have the right of pre-emption in respect of such tenures.
26	Mr. Meres	Says that the ejectment of a permanent tenure-holder should not be limited to the case of breach of a written contract carrying that penalty, but should also apply to cases of denial of the landlord's title, whether provided for by contract or not.
„	The British Indian Association	Express a similar opinion, and add that the language of section 50 (*d*) is better, but still defective. Contract, written and unwritten, and custom should, they observe, be allowed to govern the rights of parties in the matter of ejectment.
Part D.	Lord Ulick Browne	Thinks that the provisions of this Part will be beneficial.
27		
„	Mr. Beames	Asks why the applicant should not go to the Civil Court direct on the refusal of the landlord, just as the landlord has to do under section 33. The landlord who refused to register on the request of the applicant will not do so on a mere executive order of a Revenue Court under section 28 if there is no penalty attached to disobedience, and the fines which the Board is authorized to prescribe would not, as section 35 at present stands, cover cases where a landlord neglects to register. Mr. Beames does not also see why a Revenue officer is to assist the tenure-holder, while he is not to assist the landlord? He further considers the increase in the rate of fee from 2 per cent., if notice is given within six months, to 20 per cent., if it is given after six months, excessive. The maximum rate, he observes, ranges, it is true, from Rs. 100 to Rs. 1,000, and this will mitigate the severity of the fine (for such it is) in some large tenures, but in the smaller tenures, the holders of which are generally poor, a fee of 20 per cent. will be very seriously felt; and, as the use of having the transfer registered at all is not very clear to this class of persons, the result will be a pretty general neglect to register at all. The landlord will also, in a great majority of instances, remain ignorant of the transaction, or will not care enough about the matter to apply to a Court under section 33, and thus much of this portion of the law will, Mr. Beames thinks, remain a dead letter.
„	Mr. Larminie	Observes that in the first clause there is no provision as to who is to pay the registration fee if both the transferor and the transferee apply; and that in the second clause the minimum fees are too high. He would substitute eight annas and five rupees respectively in the two cases.
„	Mr. Stevens	Asks, as "transfer" includes mortgage, whether all or only usufructuary mortgages are to be registered by the landlords.
„	Mr. Westmacott	Says that if registration is carried out by the State and not left to the landlord, it should be applied to all ryots as well as tenure-holders.
„	Mr. Samuells	Thinks the provisions regarding registration very necessary, but likely to be ignored if left to the ryots, and that the district officer should look to their being kept up properly. The rate in clause (*b*), section 27 (2), is, in his opinion, excessive.
„	Mr. Tute	Says that the Sub-Judge recommends the registration of occupancy holdings also, but he does not agree, as the zemindars would thereby have another opportunity of levying a contribution or salami from the tenants.
„	Mr. Wace	Would not extend registration to occupancy holdings. He also disapproves of the alternative procedure in this and the following sections. He would either give the Revenue officer the power to enforce his order under section 28, or omit that section and require the transferee to apply direct to the Civil Court.
„	Mr. Grant	Thinks the provisions regarding registration very necessary, but imperfect. The proceedings to enforce registration may properly be taken before the Collector in the first instance, but a penalty should be provided for neglect or refusal on the part of the zemindar to register.
„	Baboo Brajendra Kumar Seal	Considers the fee under (2) (*b*) too high, and would allow only double the fee provided in (*a*). He also says that some provision should be made in sub-section (3) for cases of refusal by the landlord to give his reasons in writing. He further suggests that opportunity should now be taken to make provision for the registration of tenures and occupancy ryots' holdings on the line of the Land Registration Act (VII of 1876). Every sub-divisional office ought, he thinks, to have a register of all tenures within its jurisdiction, and every Rural Sub-Registrar's office a register of the holdings of all settled ryots, in the same way as the District Collector has in his office a register of all revenue-paying and revenue-free properties.
„	Baboo Amirto Lal Chatterjee	Would extend registration to occupancy holdings.

Chapter, part of Chapter or section.	Officers.	Opinions.
„	Baboo Mahendra Nath Mitter	Considers the sections relating to registration of transfers, &c., a decided improvement, and suggests that provision should be made for the grant of copies of entries in the register by the landlord's authorized agent also. This system of registration might, he thinks, be extended with advantage to occupancy holdings.
„	The Hon'ble T. Gibbon	Considers this Part very important to the zemindar as well as to the ryot, and a necessity to the planters as traders; but observes that its utility should be increased—*first*, by laying down some rules for the guidance of the zemindars in cases of disputed titles; *secondly*, by giving zemindars some power to make a temporary division among heirs; *thirdly*, by declaring what effect a certificate of registration from the zemindar is to have,—whether it is to carry the same value as a decree of possession passed by a Criminal Court, or what. The payment of all arrears of rent due to the landlord at the time of transfer should, he adds, be also made compulsory. It should also, he thinks, be declared that any right of pre-emption which the landlord may claim under subsequent sections of the Bill shall not be vitiated by the registration of transfers being compulsory under this chapter.
„	The British Indian Association	Point out that the Bill does not provide for the registration, in the landholder's sherista, of transfers of occupancy holdings, and urge that the uncertainty as to whether a holding is a mere occupancy holding or a tenure, *i.e.*, a holding protected from enhancement, renders it necessary that all transfers should be registered. They also consider that a landholder should not be bound to register mortgages of tenures, especially where possession has not been made over to the mortgagee. Again, the landlord being entitled, in some cases, to demand from the purchaser of a transferable tenure security for the regular payment of rent, provision should, they think, be made for the deposit of security, or the execution of a security bond where it is demandable by law or custom.
„	The Indian Association.	Would extend the provisions of this Part to all saleable interests of a permanent character, including occupancy holdings. They, however, consider the fees in clause (*b*) of this section too high, and would make it double that provided in clause (*a*).
„	The Landholders of East Bengal	Approves of the provisions for the registration of tenures, but would allow the landlord to refuse registration on showing sufficient cause.
„	Maharaja Narendra Krishna Bahadur	Also suggest the registration of transfers of occupancy holdings.
„	Lala Ban Behari Kapur	Considers that a tenant who neglects to register his name within a certain time should be made liable for any damages sustained by the landlord in consequence of his default, and should also be barred from bringing any suit against his landlord in connection with the tenure except on the ground of fraud, as was ruled in the case of Gossain Mangal Das *versus* Rai Dhanpat Singh (25 W. R., p. 152).
„	Moulvie Abdoos Sobhan Chowdhury	Would register occupancy holdings also.
„	Baboo Pramatha Bhushan Deb	Suggests that the provisions regarding the registration of transfers, &c., be made applicable to occupancy holdings and tenures of the second degree, and that the payment of a fee on the registration of a transfer be recognized, as it is the general custom at present.
„	Baboo Girija Prasanna Mukherji	Says that the provisions of this and the following sections regarding transfers are inadequate, and that the present custom of obtaining the zemindar's sanction to transfer, and of paying him the *chout* or fourth part of the value of the tenure, should not be put a stop to. He also considers it very necessary for the landlord's protection that he should be authorised to demand security in the case of transfers of all tenures, and not of *patnis* alone.
„	Baboos Debendra Kumar Rai Chaudhuri and Prasanna Kumar Banerji	Object that the Bill makes no provision for the registration of transfers by succession.
28	Mr. Beames	Observes that this section does not give the Revenue officer any power to enquire whether there has been a transfer or not, nor is he authorized to listen to any objection which the landlord may urge against registering, and considers that it will throw a certain amount of additional work on Revenue officers without the slightest corresponding advantage to either of the parties.
„	Mr. Monro	Sees no reason for the provisions of this section, and says that it is advisable to restrict such transactions to the parties themselves, and not to bring in the aid of the Courts or Revenue officers on every occasion. The landlord can always be brought to account for refusal to register, as provided in section 32.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Mr. Alexander	Offers the same remarks.
„	Baboo Brajendra Kumar Seal	Would prefer the Civil Court instead of a Revenue officer. At any rate, a wider latitude might be left to the Local Government by substituting "*officer*" for "*Revenue officer.*"
„	The British Indian Association	Observe that nothing can be more objectionable than the alternative given to the tenant to apply to a Revenue officer instead of his landlord, as it would unnecessarily impose costs both on the tenant and the landlord. The tenant should, they consider, have a right of applying to the Revenue officer only after the landholder has refused to register the transfer. The section, moreover, ignores possible objections on the part of the landlord to the registration. The transfer may, for instance, be one of a part of a tenure, one of a non-transferable tenure, or one which is otherwise invalid, and yet this section enjoins that whenever application is made to the Revenue officer, a notice shall issue on the landlord, not asking him to show cause why he should not register, but requiring him to register. It is true that section 32 provides for objections which the landholder may raise to an application for registration, but, the Association ask, why compel the parties to undergo the trouble and incur the costs of a regular suit without giving them an opportunity of coming to an amicable arrangement between themselves?
„	The Landholders of East Bengal	Also consider this section objectionable, as the tenant has the option of applying to the landlord, and if he refuses, to the Civil Court.
„	Lala Ban Behari Kapur	Would allow an application to the Revenue officer only when the landlord refuses to register or cannot do so in consequence of conflicting claims to registration being put forward. He would also insist on the registration of the names of real and not benami transferees, because frequently fictitious sales are effected to men of straw and the landlord would be prejudiced in the realisation of his rents if such transferees were registered in his office.
„	Baboo Pramatha Bhusan Deo Raya	Considers the section quite unnecessary and likely to provoke needless litigation, and says that section 32 is quite sufficient to afford relief on the landlord's refusal to register.
„	Baboo Girindra Nath Mukherji	Offers the same remarks.
„	Baboo Girija Prasanna Mukherji	Observes that this section is very objectionable, and will lead 99 out of every 100 ryots to apply to the Revenue officer, although the matter could be easily settled by application to the landlord.
29	Mr. Samuells	Would allow the landlord to refuse compliance if he objects on good grounds to the order under clause (2) of this section.
„	Baboo Brajendra Kumar Seal	Observes that this section will clash with section 312 of the Civil Procedure Code, and that it will perhaps be better to leave the auction purchaser to follow the course laid down for a private purchaser. That will be reasonable, and will at the same time secure uniformity of practice.
„	The British Indian Association	Say that in this section, too, provision should be made for possible objections on the part of the landlord to the registration of transfers.
30	Mr. Beames	Suggests that it should be provided that the Court holding the sale shall give notice to the landlord, as he might otherwise remain in ignorance of the transfer.
„	Baboo Brajendra Kumar Seal	Considers that there ought to be an application for the purpose of a reminder, or mistakes are likely to occur in the case of owners of extensive properties, like the Maharajah of Durbhunga or the Maharajah of Burdwan. It will be more businesslike, he observes, to make it incumbent on the purchaser to make an application, but without fee.
„	Baboo Girindra Nath Mukherji	Considers that a fee should be paid for the registration of a third person's name, as the purchasers under this and section 28 are in the same position, and should be made equally liable to a fee.
31	Mr. Stevens	Says that no landlord should be compelled to register the transfer of a portion of a holding. He also enquires how the registration fees are to be paid where the tenure is held under several landlords, and, again, how the landlords are to compel registration in such a case. Must they proceed jointly or severally?
„	Baboo Brajendra Kumar Seal	Suggests "jointly *or* severally" instead of "jointly *and* severally," in order that it may be left open to the landlord to sue either or both.
„	Raja Pramatha Nath Rai Bahadur	Proposes to add between this and the next section a new section entitling a landlord to demand and receive in all cases from the transferee or the successor a security of not less than half the annual rent, this provision being, he considers, very necessary, as the arrears of these tenures are sometimes so large that they cannot be cleared by the sale proceeds of the tenures themselves.
32	Mr. Alexander	Considers that there is no necessity for a reference to the Civil Court, and that the offence of neglect to register should be made punishable by fine to be levied by the Collector. He thinks the whole procedure in this Part an unnecessarily cumbrous one.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Mr. Barlow	Thinks that harder measure is dealt out to the tenure-holder under section 27, clause (2) (*b*), than to the zemindar under this section, and recommends, in view of the annoyance and expense entailed by litigation, and of the requirements of ordinary justice, that the following addition should be made to clause (3):— In such case the Court shall award costs to the transferee and special damages at the rate of 20 per centum upon the annual rent of the tenure, provided that such damages shall not be less than ten rupees, or more than one thousand rupees.
„	Mr. Bradbury	Asks whether the order is to be enforced as a decree under section 260, C. P. C., and what remedy the transferor or transferee will have if the landlord continues recusant in spite of attachment? The simplest course, he thinks, will be to enact that the order shall operate as the registration of the transfer or transmission of the tenure.
„	Mr. Meres	Asks if the Court on the pleadings finds it necessary to try the claimant's title to the tenure of which he desires registration, what will be the effect, as between the parties, of the Court's decision on the petitioner's title. Is there also any pecuniary limit as regards jurisdiction? The section seems to contemplate local jurisdiction merely, irrespectively of the value of the property involved.
„	Baboo Brajendra Coomar Seal	Objects to the principle followed throughout the Bill of requiring a man to go first to the Revenue Court and then to the Civil Court. This procedure will not only be expensive, but also inconvenient. The best course, in his opinion, would be to allow the man to go at once to the Court where he will get his final relief.
„ (1)	Baboo Gopal Chunder Mukherji	Suggests that after "any Civil Court having jurisdiction" the words "to entertain a suit to recover possession of the subject-matter of such transfer or succession" should be inserted, and that the words down to "situate" should be struck out.
„ (3)	Mr. Mosley	Would insert "sufficient" before "cause."
33(3)	„	Would amend this section similarly.
„ „	The Hon'ble T. Gibbon	Considers that the order should carry costs.
„ „	Maharaja Narendra Krishna Bahadur	Says that some provision should be made to enable the landlord to ascertain whether a transfer has been made.
34	Mr. Beames	Says that the Board should be authorized specifically to make rules, not only for the matters mentioned in this section and for the procedure to be followed, but also for the enforcement of the duties imposed upon landholders by Part D of
„	Mr. J. F. Stevens	With reference to the definition of "landlord" as "a person or a number of persons, &c.," he asks whether each individual who goes to make up the "landlord," in case the "landlord" consists "of a number of persons," is to certify the copy under his hand. It does not appear that the authority of a naib or gomashta under section 229 would extend to his doing this.
„	Mr. Meres	Says that provision should be made to allow of the delegation of the duty of signing certified extracts of the zemindar's register, as in practice it will be found difficult for a female zemindar to "certify under her hand" the extract. He asks also by whom the fine under clause 2 of section 35 will be inflicted, if the zemindar neglects or refuses to furnish the copy, or to accept a tendered fee, and suggests that it should be well to provide that the claimant may serve his notice of application through the Civil Court or the Collector on depositing the proper fee.
„	The British Indian Association	Consider that the tenant should be made liable to pay a fee of annas 8 for the first copy of the entry, instead of his getting it free of charge, and point out that the Rent Commission suggested the levy of a fee for the first copy. The service to be done is, they observe, for the benefit of the tenant, and in equity he should be bound to pay for it.
„	Lala Ban Bihari Kapur	Would allow a servant of the landlord to sign the copy, as in large estates the landlord could not himself sign all copies.
35	Mr. Meres	Suggests that to the last words of this section the words "and the taking of copies under section 34" be added.
„	Mr. Bradbury	Asks what will be the effect of non-compliance with the rules framed under this section? Will any informality vitiate the registration, and is the transferor or transferee, or successor, to suffer therefor? Is the fine with which a breach is punishable to be recovered by a prosecution before a Magistrate?
„ (2)	Mr. Mosley	Would specify what authority is to inflict the fine, and how it is to be realized.
„	The Indian Association	Suggest, with a view to prevent hardship to petty proprietors who may have no register at all, that the rules should provide that it will be sufficient if they keep their register in some such form as the Board may direct.
Chapter IV.	Mr. Beames	Objects to the incorporation of the patni law with the Bill, but if this is adhered to, suggests— (1) That the system be extended, as was recommended by the Rent Commission, to such other under-tenure-holders as might choose to accept it by agreement; and

Chapter, part of chapter, or section.	Officers.	Opinions.
		(2) That the following amendments be made in the law:— (*a*) The Collector, owing to his other heavy duties, should be empowered to make the duty of holding sales over to a Deputy Collector, with the sanction of the Commissioner. (*b*) The doubts which occasionally arise as to the exact meaning of the words "a talukdar may contest the zemindar's demand of any arrears" in clause 2 of section 14 should be removed. May the talukdar only contest the fact of the arrear being due, or may he bring forward other objections, such as that the zemindar is not a recorded proprietor, or that he is only one out of a number of proprietors, and, therefore, cannot apply alone to bring the taluk to sale, and other similar objections? (*c*) "Recorded proprietor" should be substituted for the vague word "zemindar" wherever the latter occurs. (*d*) It should be made clear what is to be the actual date of sale when, as often happens, the Doorga Pooja holidays fall on the first day of Aghan.
„	Lord Ulick Browne	Approves of this chapter.
„	Mr. Stevens	Raises the question, in consequence of an application which was made to him for the sale under Regulation VIII of 1819 of a so-called *patni* created in a Sunderbuns grant, and which he rejected, whether it would not be well to lay down that a *patni* cannot be created except in a permanently settled estate.
„	Mr. Mosley	Suggests that some penalty or other remedy should be provided in the case of non-registration of a transfer of a *patni*. The law should insist on every new holder registering and giving in a new kabuliyat under disability penalties, which should be either that an unregistered holder should be unable to recover rents, or that he should by law be expressly deprived of right to object in any Court to any steps taken by his landlord to recover rent. It should also be provided that, after a certain time, non-registration will entail forfeiture of all rights to the zemindar. When, again, zemindars are forced to coercion to get in their rents, the extra costs ought to be granted to them by law.
„	Mr. Bradbury	Suggests that schedules II and III be incorporated in this chapter, and not relegated to an appendix.
„	Mr. Grant	Objects to the incorporation of the Patni Regulation with the Bill, there being no more reason for this course than for incorporating Regulation I of 1793, which remains a separate law. If, however, the Regulation is to be incorporated, opportunity should, he says, be taken to amend it. He specifies particularly the difficulty of proof of private notice of sale, of which the zemindars greatly complain, as one of the many points on which amendment is required. Service ought to be through the Collector, whose certificate as to good service should be conclusive proof thereof.
„	Baboo Amrita Lal Chatterjee	Would extend the sale provisions to *patnis* of all degrees.
„	Mr. Wyer	Does not agree with those who propose that the notice under section 8 of Regulation VIII of 1819 should be served through the Collector, and observes that a sufficiently strong case has not been made out against the present practice.
„	The British Indian Association	Consider that the incorporation in the Bill of the law relating to patni tenures should be abandoned, and that sections 36-42 and schedule III should, therefore, be omitted. The present law has, they observe, stood the test of experience for more than 60 years, and has always been found to be a complete and satisfactory law on the subject.
„	The Hon'ble T. Gibbon	Thinks that the procedure laid down in regard to patni tenures should be extended to all permanent tenures other than the ryoti tenures referred to in sections 14 and 15.
„	Lala Ban Bihari Kapur	Offers the following suggestions for the amendment of the *patni* law:— (1) As *patni* sales are frequently set aside on account of irregularities in the service of notices, he considers that in all cases where such irregularities are alleged as a ground for annulling the sale, it should be provided, as in other suits of a like nature, that a decree shall not be granted except on proof of substantial loss in consequence of the irregularities. (2) The *patni* law requires notices of the sale to be stuck up in the Collector's Court, in the zemindar's cutcherry, and in the cutcherry or principal town or village on the land of the defaulter. Regarding the two first notices objections are seldom raised; but sales are constantly set aside on account of irregularities in serving the third notice, this being chiefly due to the fact that a receipt of service has to be given by the defaulter or his manager, and that as the peon generally knows neither, another person is frequently put forward to sign, and the receipt is thus of no value. To avoid such frauds Lala Ban Behari Kapur suggests that the law should

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		provide for service by mere publication of the particulars of the notice in the Gazette and in one or more of the local newspapers selected by the Collector. He considers that this will be sufficient notice to the defaulter and the under-tenants whose interests are to be protected, and points out that a similar procedure is already provided in the case of sales for arrears of Government revenue, under section 6 of Act XI of 1859. Another notice might, however, if thought necessary, be published in the sub-divisional office or the Munsif's Court nearest to the talook.
		(3) Section 14, clause 2, paragraph 3, of the Patni Regulation makes the zemindar liable to indemnify the purchaser when a sale is reversed. This Lala Ban Bihari Kapur considers unfair, unless the zemindar has been guilty of fraud, since the sale is brought about by the default of the *patnidar*; and he would, therefore, either throw the entire liability on the *patnidar* or divide it equally between him and the zemindar.
37	Mr. Westmacott	Says that there are *patni* tenures which are not permanent, and that this provision is uncalled for.
38	The Hon'ble T. Gibbon	Remarks that the zemindars should have the power to refuse to register unless all arrears of rent are paid; but that it is hardly necessary to demand security from this class of tenure-holders, the tenure itself being sufficient security. The tenure-holder's duly authorized agent should also, he considers, have power to register.
„	Mr. Tweedie and Baboo Chandra Kumar Rai	Say that there is little use in demanding security from the purchaser of a patni holding, as the rent can readily be recovered by sale, and the bonus paid at the time of purchase is ample security.
41	Syed Moazzim Hossein	Says that an appeal should lie from an order under this section, and that provision should also be made for the relinquishment of patni tenures.
„	Baboo Gopal Chunder Mukherji	Assumes that Civil Court in clause (1) is limited to the Court of the District Judge, and suggests that clause (2) be struck out, as the right of appeal would be a check against arbitrary orders.
„	Baboo Chandra Kumar Rai	Considers that an appeal should lie from an order under this section, and that some provision should be made for the relinquishment of *patni* tenures, as in some cases *patnidars* find it impossible to meet the zemindar's rent out of the realizations from the tenure, and their moveables and other immoveable property are then attached, and they even become liable to arrest.
42	Baboo Baikunt Nath Sen	Observes that express provision ought to be made for the protection of patni tenures on payment of arrears by any person interested, besides the actual holders.
44	Baboo Prasanna Chunder Roy	Thinks that all the incidents attached to the occupancy right by the Bill should not be made applicable to a right of occupancy acquired by any particular custom, but only such incidents as that custom allows.
Chapter V	Mr. Halliday	Considers that the Bill is unduly favourable to the non-resident ryot, and observes that the extension of the right of occupancy to all lands held in the same village or estate should be conditional on residence, and that the distinction which has long existed by custom, and been recognized by law, between resident and non-resident ryots, should be preserved.
„	Mr. Tute	Says that the zemindars disapprove of this chapter, but in his opinion its provisions are desirable.
„	Baboo Tarak Nath Mullick	Thinks the chapter unfair to the zemindars, and considers that it will reduce them to the position of mere annuitants.
43	Mr. Halliday	Would expunge clause (*b*), as, in view of the definition of estate, it would lead to endless confusion.
„	Mr. Larminie	Says that the definition of a village is strongly objected to by the district officers because it does not include the case of villages which consist, wholly or in part, of small plots intermingled with the lands of other villages, which do not fall within the same exterior boundary. He would make the definition include all lands that are set forth in the revenue survey as being under one and the same name.
„(*a*)	The British Indian Association	Say that the word "village" should be more accurately defined with reference to its fiscal constitution. It frequently happens that the geographical boundaries of a village contain the lands of a second and third village belonging to a different estate and owner. The definition of the word in this clause would, therefore, give, as against a proprietor, a right of occupancy to persons who had never before held land in the village or estate belonging to that proprietor. This would be an extension of the right which is neither sanctioned by the Secretary of State nor contemplated by the framers of the Bill.
„(*b*)		Observe that the definition of "estate" here given is very objectionable, being arbitrary, opposed to the definition in section 3, and likely to lead to great confusion and seriously affect proprietary rights. The effect of the clause would be that a person who has never held any land under A, but who has held land for 12 years under B, perhaps an enemy of A's, will be deemed a settled ryot of A's estate, if at any time

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		subsequent to 1853 the two estates formed part of a parent estate. Some estates, which formerly comprised lands in two or more districts, have subsequently to 1853 been partitioned, but on that very ground this section would make a ryot of a village in Burdwan a settled ryot of a village in Hooghly, which is more than 60 miles apart, and which he has very likely never seen in his life. With reference, again, to section 47, a person who has held land under a landholder for a few days would acquire a right of occupancy if he has held land for 12 years in a distant estate which once formed a part of the same estate. An examination of the nature and origin of estates would, the Association observe, show how harmful the proposed definition would be. The principal estate of the Maharajah of Burdwan, for instance, is composed of villages scattered in five or six districts. The Association observe, finally, that the Bill distorts the views of the Secretary of State on this point, as he evidently refers to future partitions of estates when remarking that "it will be necessary in actual legislation to provide that this right is not forfeited by any sub-division of estates and alteration of village boundaries.
44	Baboo Brajendra Coomar Seal	Would leave out "having the force of law" after "custom." The latter would be sufficient by itself, for a custom which is valid in law has well-known incidents.
"	The British Indian Association	Would provide that the right should attach to the ryot with respect to any land only "so long as he pays the rent payable on account of the same." (*Vide* section 6 of Act X of 1859).
"	The Hon'ble T. Gibbon	Thinks that a ryot holding lands in two villages the property of one person should acquire occupancy rights in both, and that the fact that the two villages are entered under different towjee numbers should make no difference.
"	Lala Ban Behari Kapur	Considers the words "or otherwise" too indefinite and likely to cause litigation.
45	Mr. Beames	Is of opinion that this section goes a great deal too far. In the case of a large zemindari—the Burdwan estate, for instance—a man may come to a village from another village 60 miles off, take land there, and have rights of occupancy after a few days' possession. A concession like this is not looked for by the cultivating class, is opposed to their own views and to the custom of the country, and would operate very hardly on the zemindar. Again, it cannot be intended, Mr. Beames says, that a ryot who has held land in estate A for 12 years should be considered a settled ryot in estate B merely because the two estates or portions of them are included within one and the same village. Mr. Beames accordingly suggests that it should be declared that when a ryot has occupied land for 12 years in a village which constitutes one entire estate, such occupation shall make him a settled ryot of that estate; that when the village forms only a part of an estate, such occupancy shall make him a settled ryot of that village only; and that when a village contains more than one estate, or portions of several estates, 12 years' occupancy shall constitute the tenant a settled ryot of so much only of the village as belongs to the estate in which he has held.
"	Mr. Monro	Considers it unjust that the element of residence should not be an essential feature of the status of a settled ryot. A settled ryot having a right of occupancy in certain lands should not, he thinks, as a matter of right, have the same status in lands which may be miles away from his village, although within the same estate, and he would not allow the accrual of a right of occupancy to an occupancy tenant in any lands which he may subsequently acquire merely by virtue of his being such a tenant. Mr. Monro objects also to the abolition of the freedom of contract.
"	Mr. Alexander	Observes that this section and sections 44, 46, and 47 will not make any very radical change in Eastern Bengal.
"	Mr. Barlow	Says that if any doubt could possibly be entertained from the wording of sections 45 (1) and 47, that an under-tenant should not ordinarily be able to acquire a right of occupancy [as appears to be intended from section 3 (*b*), and the illustration to section 4 (*g*)] it should be removed.
"	Mr. Larminie	Says that it has been suggested that the acquisition of the right of occupancy should be limited to a radius of five miles from the cultivator's residence; but himself approves of this section and section 47 as they stand, although he would like to see the period of prescription reduced to three years. Mr. Grant, however, would confer the right of occupancy on *every* cultivating ryot once for all.
	Mr. Tayler	Says that the *utbanai* system, which exists only in his and one or two other districts, will make almost every ryot a settled ryot of the village, and hence, under section 47, almost every ryot will have a right of occupancy in the lands he may be holding since March last. It cannot, he thinks, be the intention of the Bill to take advantage of a special system such as this, and some special proviso is, therefore, needed to meet the circumstances of his district.
"	Mr. Stevens	Is inclined to think that residence and not cultivation for a certain number of years should be the better test of title to a right of occupancy. He points out that

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		the right of occupancy, although ostensibly confined to the settled or resident ryot, is given by the Bill to persons who are not settled ryots of the village, as, for instance, in cases of sale, gift, and inheritance, and, therefore, contests the accuracy of the remarks made by Mr. Reynolds in reference to section 48 that the occupancy right is essentially inherent in the status of the resident cultivator, and accordingly not the landlord's to confer by grant. He strongly approves of the ryot being deprived of the right of contracting himself out of the benefit of this section; and further enquires whether the children of "settled ryots" living apart from their parents will themselves be "settled ryots."
„	Mr. Mosley	Objects to the withdrawal of the right of contract in this and other sections of the Bill, and observes that the concessions made to occupancy ryots are most unnecessary. The "settled ryot" will, he thinks, become a marked man, never to have land given to him in future.
„	Mr. Wyer	Observes that this chapter is very strongly objected to by most of the zemindars. Mr. Wyer himself thinks that the occupancy right should be acquired only by the actual cultivator, and that it should not be transferable, as it would then pass into the hands of money-lenders. He also points out that while the ryot is not allowed to divest himself of the right by contract with the landlord (section 47), he may under section 50 transfer it to a third party.
„	Mr. Livesay	Says that the zemindars of his district consider the provisions of the Bill barring contract unfair to the landlord.
„	Mr. Samuells	Objects to the very general conversion of the present tenants at will into occupancy ryots notwithstanding any contract to the contrary.
„	Mr. Westmacott	Says that this provision is necessary to protect ryots in Behar, but not required in Bengal, and that the right should be confined to cases in which lands have been held in one village or mouzah, the introduction of the "estate" into the question being a new idea, not warranted by any custom of the country.
„	Baboo Tarak Nath Mullick	Would not interfere with contract as in this and other sections of the Bill, but allow lands to be held at any rent which may be agreed upon between the landlord and his tenant.
„	Baboo Shamadhaba Roy	Approves of the chapter, and remarks that mere squatters and nomads are effectually excluded from the acquisition of occupancy rights.
„	Baboo Har Mohan Sen	Considers that the right of occupancy should not be granted in lands which have not been held continuously for 12 years.
„	Baboo Brajendra Kumar Seal	Approves of the section as it stands, and thinks that without the provision barring contract the object of the law would be defeated. He remarks, however, that ryots who have resided and cultivated land in a village for 11 years, and have given ample proof that they intend to live permanently in the village, are not protected, and suggests that a section be inserted between sections 48 and 49 to the effect that when a ryot cultivates the land of a village and intends to live there permanently, he will be considered a permanent tenant, with a right of occupancy, notwithstanding any contract to the contrary.
„	Mr. Brett	Is glad to see the period of 12 years retained, and cordially approves the provision which lays down that a ryot who has held *any* land for 12 years in a village or estate will have the right of occupancy. When once a ryot has acquired the status of permanency, he is a co-owner in the village, and has the right to occupy whatever he holds.
„	Mr. Towers	Objects to the definition of the occupancy right in this section and section 47, and would modify it. If the ryot's land is changed and the landlord can show that this was done at the ryot's own request, possession of land subsequently acquired ought not to count in continuation of the former holding. If, again, the holding is made up of lands taken at different periods, the right of occupancy should be deemed to have accrued only in those held for 12 years, the burden of showing the different periods and the area taken up at each being thrown on the landlord, as matters peculiarly within his knowledge. Payment of rent should also, he thinks, be made a condition of the retention of occupancy rights, in accordance with section 6 Act VIII (B.C.) of 1879. Mr. Towers adds that the provision against contract is not required in the Eastern districts, where the ryots are well able to take care of themselves, and that a safeguard is, moreover, afforded to the ryot under the Registration Act (III of 1877), which could be strengthened by making kabuliyats for one year compulsorily registrable like those for longer periods.
„	Mr. Bradbury	Says that the words "whether before or after the commencement of this Act" in section 45 should be amplified so as to express whether wholly before or after, or partially before and partially after, such commencement.
„	Mr. J. F. Stevens	Remarks that the provisions of sections 45 and 47 are undoubtedly very favourable to the ryot; and that in so far as they are unfavourable to the landlord he has prin-

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		cipally himself to blame, for they have been necessitated by the devices which he has employed in order to make it as difficult as possible for the ryot to acquire a right of occupancy, and to prove his right when he has acquired it.
„	Mr. Grant	Is surprised at the retention of the 12 years' rule, considering that it is admitted on all sides to have been a most mistaken innovation of Act X of 1859, and would have approved the retention of a much shorter term. But if a 12 years' term is adopted, it must be applied to all alike, and the Bill, therefore, rightly bars the operation of contract against the accrual of the right of occupancy. On the same principle it is right, Mr. Grant considers, to give the status of a settled ryot to one who has held in the same *estate*, though, perhaps, not always in the same village.
„	Baboo Mahendra Nath Mitter	Considers that this section goes further than even the ryots desire. All that they contend is that the right of occupancy is, and should be, a transferable right, and so far the Bill gives them the relief they require. But why, he asks, should the right of contract be barred?
„	Baboo Amrita Lal Chatterjee	Approves of the provisions in this and other sections of the Bill prohibiting the ryots from contracting themselves out of the rights secured to them, as the parties are so unequal in education, wealth, and intelligence that there can be no freedom of contract between them.
„	Syed Moazzim Hossein	Considers this and section 47 exceedingly objectionable on account of the facility which they give for the acquisition of the right of occupancy.
„	Baboo Nafar Chunder Bhatta	Considers this and sections 47 and 49 quite opposed to the terms of the Permanent Settlement.
„	The British Indian Association	Objects to the latitude which sub-section 3 gives to the acquisition of the right of occupancy. In joint Hindu or Mahomedan families the number of co-sharers, male and female, in a ryoti holding is usually very large. Will all of them acquire the rights of a settled ryot, though some may be living for years far away from their ancestral home?
„	The Behar Landholders' Association	Say that residence should be laid down as a condition for acquiring the status of a settled ryot. They also object to the use of the term "estate" on the same grounds as the British Indian Association; and to the restriction on the right of contract, pointing out that it would apply not only to the ignorant ryot, but also to the izaradar and indigo-planter, and observing that a ryot may under the Bill contract with the part owner or *izaradar* of a share, but not with the landlord of the whole estate. They suggest, therefore, that the words "unless the contract be in writing and duly registered" might be added after "to the contrary."
„	The Indian Association.	Say that this and the next two sections will simply restore to the cultivator what was his own before the permanent settlement. They consider, however, that these sections in making the right of occupancy to some extent *personal*, instead of attaching it to the land, effects an undesirable change in the law, which is likely to cause confusion in villages held by several zemindars. They, therefore, suggest that it should be provided, first, that a *settled ryot* holding a right of occupancy under any one of several zemindars shall, in respect of new lands, acquire a right of occupancy only in those taken from that zemindar; and secondly, that the *purchaser* of an occupancy right shall, by reason of such purchase, acquire an occupancy right in lands which he may subsequently take only when they belong to the same zemindar.
„	The Landholders of East Bengal	Object to this section, and consider that 12 years' tenure of any land should confer the right of occupancy only in other lands of the same estate. They also suggest that the word "village" should be more accurately defined, as the present boundaries of villages are often very different from those shown in the survey maps of 1853.
„	Maharaja Narendra Krishna Bahadur	Disapproves of extending facilities for the acquisition of the right of occupancy beyond those provided in the present law.
„	Raja Pramatha Nath Rai Bahadur	Objects to this section and section 47 because they will confer occupancy rights generally on *pykast* ryots.
„	Lala Ban Bihari Kapur	Says that this section and section 47 extend the right of occupancy unwarrantably and will convert the landlords into annuitants.
„	The Hon'ble T. Gibbon	Considers the period of 12 years' continuous holding too long, and suggests 7 years. On the other hand, he is of opinion that the Bill should clearly provide against the acquisition of occupancy rights by trespassers in lands which they have not leased from the landlord.
„	Messrs. Tweedie and Oatts	Object to the restriction on the right of contract.
„	Baboo Pramatha Bhusan Deb Raya	Remarks that it would be good policy to limit the acquisition of the right of occupancy in each village to resident ryots of that and adjoining villages only, and not to extend the privilege to ryots of other villages, which may be miles apart, merely be-

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		cause they happen to belong to the same estate. No bond of sympathy exists between distant villages through the mere fact of their being parts of the same estate, whereas such a bond might be created between contiguous villages if the residents of one were allowed to acquire occupancy rights in the other. Under the Bill the zemindars would endeavour to keep their lands unencumbered with occupancy rights by settling them with strangers from other villages, and the residents of the village itself would thus have no opportunity of getting additional lands. The present section would, besides, encourage occupancy ryots to become nomadic, shifting themselves constantly from one village to another of the same estate, and making money by the sale of their occupancy rights as soon as they had acquired these in each village. It would also drive the zemindars to make frequent use of their right of pre-emption in order to keep out obnoxious tenants. Baboo Pramatha Bhusan therefore suggests— (1) That every person who has his permanent residence in a village, and has held as a ryot any ryoti land in that village for three years, be declared a settled ryot; and (2) That a non-resident ryot be not permitted to acquire a right of occupancy in any village until he has had possession of his lands for 12 years.
,,	Rai Jadu Nath Rai	Objects to the withdrawal of the right of contract from the ryot.
,,	Baboo Prasanna Chunder Roy	Says that it should be made clear whether holding as a ryot any ryoti land includes or excludes the occupation of land under a ryot.
,,	Baboo Gopal Chunder Mukherji	Considers the changes contemplated in this chapter serious encroachments on the rights of the proprietors of the soil, which are not justified by the circumstances of the case.
,,	Baboo Baikunt Nath Sen	Objects to the withdrawal of the right of contract.
,,	Dr. Ram Das Sen	Says that the words "and though the land so held by him at different times during that period may have been different" ought to be omitted, as it would not be fair to give the ryot the status of a settled ryot in respect of land which has come under his cultivation in, say, the eleventh year of his tenancy.
,,	Baboo Girija Prasanna Mukherji	Considers the provisions of this section highly objectionable, as they will confer a right of occupancy on temporary leaseholders or *utbandi* ryots. He would preserve the provisions of section 6 of Act VIII of 1869, and also remove the restriction on freedom of contract.
,,	Baboo Girish Chandra Mukherji	Objects to this section, and does not think that it will really benefit the ryots, as the landlord will be able to take steps to oust them from their holdings, when they are on the point of acquiring the right of occupancy. He also considers it unfair, especially to small lakhirajdar landlords, that they should be prevented from contracting to bar the accrual of the right of occupancy.
,,	Baboo Krishna Chandra Rai Chaudhari	Observes that, according to the wording of this section, a break of continuity of the 12 years' tenancy, even for a single day, might operate as a bar to the acquisition of the right of occupancy, and that a shrewd landlord will find no difficulty in causing such a break. He, therefore, suggests that it be provided that a break of, say, a week or a fortnight, or any other period that may be thought proper, shall not nullify the previous tenancy in respect of the accrual of the right of occupancy. He would also make it clear whether a person holding from a temporary farmer or izaradar may or may not become a settled ryot.
,,	Baboo Pratab Chandra Ghose	Is not opposed to the grant of occupancy rights to resident ryots, but considers that the Bill goes beyond what is right, and is not consistent with the customs of the country.
,,	Baboo Debendra Kumar Rai Chaudhuri	Objects similarly to the section, and generally to the whole of the provisions of the chapter regarding occupancy rights.
,,	Baboo Chandra Kumar Rai	Considers it unfair to the landlord that a tenant should be allowed a right of occupancy if he has made a contract to the contrary.
46	Mr. D'Oyly	Says that exception should be made in favour of settled ryots whose holdings may be cut away by diluvion. In many parts of the country it is the custom to reinstate ryots whose holdings have been cut away by a river, as soon as re-formation *in situ* occurs.
,,	Mr. Stevens	Thinks that this section will lead to difficulties. It appears to him that a settled ryot holding no land for even so short a term as one year cannot be considered still a settled ryot; and it does not seem fair that such a ryot should on again taking land immediately acquire a right of occupancy in that land. He would provide that a settled ryot who ceases to hold ryoti land shall thereupon cease to be a settled ryot.

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„	Mr. Bradbury	Says that the words "whether before or after the commencement of this Act" should be amplified, as suggested against section 45.
„	Mr. J. F. Stevens	Thinks the section fair to both parties.
„	Baboo Brajendra Coomar Seal	Considers one year too short a period, and suggests two years in analogy to the limitation in cases of prescription. The period must also be *continuous*, and this word should therefore be added before "period." "Ceasing to hold ryoti land as a ryot" ought, he adds, to be also explained or illustrated, to avoid difficulties in practice. For example, when the ryot does not cultivate, but continues to pay rent, will he be considered to have ceased to hold as a ryot?
„	The British Indian Association	Observe that this section would condemn the land to remain fallow for one year and deprive the landlord of his rent during that period. It would not be at all unreasonable to provide that a ryot's title shall cease by his absenting himself from the village for six months without making any provision for the payment of his rent. By the Central Provinces Act an absence of 30 days operates to extinguish the ryot's title.
„	The Behar Landholders' Association	Raise the same objection.
„	The Hon'ble T. Gibbon	Says that "estate" should be omitted; and that it should also be stated that the landlord may take possession of the land without suit. A ryot who holds land in several villages of a large estate paying rents to different landlords, or izaradars, or tenure-holders, might to suit his own convenience abandon the lands in one tenure and not in the others, and yet as the section is worded the landlord would be debarred from taking possession of the land.
„	Mr. Tweedie	Asks who is to pay the rent of the holding for the year during which the ryot's title continues to hold good.
„	Baboo Gopal Chunder Mukherji	Considers the period of one year too short for an inference of abandonment, and would extend it to three years.
„	Baboo Chandra Kumar Rai	Considers it hard on the landlord that he should lose his rent for one year.
47	Mr. Mosley	Observes that the section will cause injustice, because it will give a right of occupancy in land which has been expressly let for a term only.
„	Baboo Bhagwan Chunder Chakravarti	Says that if freedom of contract be suppressed altogether, a means would be found somehow or other of evading the law, which would make matters worse than at present.
„	The British Indian Association	Think it a most unjust and uncalled-for invasion of the rights of landholders that a ryot who has held a large quantity of land for a few days should be granted a right of occupancy in such land because he or his predecessor may have held, perhaps, one kottah of land in the same village for 12 years. They declare to be in the main incorrect and unfounded the statement that landholders have hitherto prevented the accrual of the right of occupancy by allowing their ryots to hold the same land continuously for a number of years. If, however, the practice has grown up in some estates in Behar, the landholders have, the Association maintain, been expressly authorized by law (*see* sections 7 and 9, Act VIII of 1869) to resort to it in order to protect their own interests. Moreover, since the landlords could legally prevent the accrual of the right of occupancy by taking proper engagements from their ryots, it is possible that this constant shifting of cultivation has been due to other causes, the conditions of the soil, for example, rather than the desire of the landholder to gain his own object. The Association also pronounce the provision against freedom of contract indefensible on all grounds. The ryot being a free agent in all other concerns of life, his discretion should not, they say, be taken away in this. The argument drawn from section 58 of Regulation VIII of 1793 in support of the restriction is, they consider, fallacious, as that section required the formal only of the potta to be submitted for approval once for all, and left the adjustment of the conditions, terms, and details to the parties concerned, and section 56 of the Regulation further clearly shows that no sort of restriction whatever was intended to be placed in the way of the contracting parties. The Association also observe that the Bill proposes a far different rule for cases in which the interests of Government are concerned, a Revenue officer being empowered under section 121 to override contracts entered into by landholders with their ryots at reduced rents in estates not permanently settled, and to assess the rent in accordance with the provisions of the Bill. They further add that when an owner, tenure-holder, or izaradar holds any land alone as such, he would be prevented by the proviso of this section from acquiring a right of occupancy in respect of that land, and enquire whether it is intended that when land is held jointly by a number of owners, tenure-holders, or izardars, that right may be acquired.

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„	The Hon'ble T. Gibbon	Considers that the barring of contract is absolutely necessary, observing that in the majority of cases the ryots who contract themselves out of their rights do so without receiving any consideration, compensation, or equivalent in return. He recommends also that the word "solely" be substituted for "alone," or that "alone" be placed at the end of the sentence.
„	Mr. Hudson	Says that the words "provided that a person shall not acquire a right of occupancy under this section in respect of any land held by him as owner, tenure-holder, or ijaradar solely" will effectually prevent the acquisition of occupancy rights by planters and perpetuate the evils of the ticcadari, system. He considers this unfair to the planters, in the case especially of lands which they possess around their factories. These lands are held by them as ticcadars simply because under the old Regulations they were debarred from holding real property, and were obliged to content themselves with a ticcadari title, but they have been in possession of the lands for a large number of years, and no one has a better claim to hold them permanently.
„	Bala Ban Behari Kapur	Points out that the provision of this section giving the right of occupancy to settled ryots with effect from March last, notwithstanding any contract to the contrary involves a breach of faith in respect of all existing stipulations to prevent the accrual of that right which the landlords are expressly permitted to make by Act X of 1859.
„	Baboo Prasanna Chunder Roy	Observes that this provision would astonish both landlords and tenants, and make the former refuse to settle khas lands with resident ryots of the village.
„	Baboo Gopal Chunder Mukherji	Suggests that in the proviso "owner" be substituted for "proprietor."
„	Dr. Ram Das Sen	Says that the settled ryot should not be allowed to acquire an occupancy right in lands which he has held for less than 12 years.
48	Mr. Halliday	Objects to this section on the ground that the occupancy right is not the landlord's to grant, but is inherent in the status of a resident cultivator, and points out that under this section a proprietor might, before his estate is sold for arrears of revenue, grant occupancy rights all round, make a large sum of money, and thus diminish the value of the estate.
„	Baboo Kali Das Deb	Also considers the section objectionable, because the landlord cannot confer a right of occupancy by grant.
„	The British Indian Association	Observe that occupancy tenants converted into permanent tenure-holders by the Bill would under this section have the power of creating occupancy rights, and that this would give rise to great confusion in the determination of the rent payable by the sub-occupancy ryot, and of his rights and liabilities, in cases of default of payment of rent by the superior ryot, and of distraint of the crops and sale of the superior holding. The section would, moreover, enable ryots to introduce into the village as under-tenants with rights of occupancy persons who are obnoxious to the landlord, without the latter having any means whatever of preventing such a proceeding.
49	Mr. Hulliday	Would, in view of the great extension of the right of occupancy given to ryots, add after the words "fixed period" in clause (1) "or under agreement to hold from year to year," this being needed for the protection of small proprietors, who frequently let their "zerat" from year to year to labourers on a verbal agreement.
„	Lord Ulick Browne	Objects to the ryot being allowed a right of occupancy in *khamar*.
„	Mr. Larminie	Says that all the Collectors would omit the section, as it would only lead to constant shifting of tenures, but he does not think the matter of much importance.
„	Mr. Samuells	Says that this section appears to be the result of a confusion of ideas regarding *khamar* land as it is and as it ought to be. A tenant cannot hold *khamar* land as a ryot, such land ceasing to be *khamar* when it is let out to a ryot who is not a mere bhag-jotedar.
„	Mr. J. F. Stevens	Thinks the section unfair to the landlord, and that they would probably take measures to render it practically inoperative, by ejecting tenants from *khamar* land, or by at once entering into engagements with them for fixed periods, to prevent the accrual of rights of occupancy under its provisions.
„	Mr. Grant	Considers this the only provision of the present chapter to which the zemindars may legitimately object, and observes that "holding *khamar* land as a ryot", is a contradiction in terms. If a zemindar regularly settles his *khamar* with a ryot, he of course converts it into *ryoti;* but *khamar* land is, as a rule, cultivated on the *bhag-jote* system, which is not a *metayer* system, but simply a mode of paying wages on the co-operative principle. The tenant should not, therefore, be permitted to acquire a right of occupancy in *khamar* thus made over to him.
„	Baboo Brajendra Coomar Sen	Would make the section clearer, so as not to deprive a tenant of the right of occupancy in the following case:— A having held *khamar* land without any engagement for five years, takes a lease of the land for a fixed period of 13 years. When the lease has run for seven

Chapter, part of chapter, or section.	Officers.	Opinions.
		years, he will have held the land for a period of 12 years, and be entitled to occupancy, but the section would not allow this to him, because he has held for a portion of the 12 years under a lease for a fixed period.
,,	Mr. Garrett	Objects strongly to the section, and thinks that it will be a great disadvantage to the landholders, especially small landlords in Behar, where the sole wealth of many small proprietors is their *khamar*. Such lands being the landlord's *peculium*, tenants should not, he thinks, be permitted, through his carelessness or ignorance, to acquire a right of occupancy in them.
,,	Syed Moazzim Hossein	Says that this section causes a double loss to the landlord. On the one hand, he is deprived of the right of retaining as much land as he requires for his own use, and on the other the land which will be recorded as his *khamar* will pass to the ryot for ever, and he will be at the mercy of his own tenant if he requires any portion of such land.
,,	Baboo Nafar Chunder Bhatta	Observes that this section no doubt confers a right of occupancy on a large number of ryots in Behar, but it will as surely prevent them from getting one chittack of additional land in future, both in Behar and Bengal, without paying a heavy *salami*, so long as a non-settled ryot may be had to take it up.
,,	The British Indian Association	Characterize the section as an uncalled-for infringement of the rights of landholders.
,,	The Behar Landholders' Association	Consider that the section should be omitted altogether, or if retained, modified as follows:—"Unless he has held it for any portion of that period under a lease for a term, or year by year."
,,	The Landholders of East Bengal	Regard this section as most objectionable. It will, they observe, cause their private land to pass out of the hands of the zemindars while they are elsewhere prohibited from recouping themselves by the creation of fresh *khamar*.
,,	Baboos Mathur Lal Nag and Guru Das Sen	Also object to the section.
,,	Baboo Chandra Kumar Rai	Protests strongly against this section, observing that it is unjust to the landlords, who have already been prohibited from increasing their stock of *khamar*, and will encourage the ryots to encroach stealthily on such lands until they have acquired a right of occupancy in them.
50	Mr. Beames	Would allow the right of occupancy to the actual cultivators or under-ryots of tenures like the "junglebooree" tenures of Midnapore, the holders of which are at present the legally recognized ryots, while the actual cultivators, although they are the hereditary occupants of the land, have only the status of "kurfas." The illustration to section 4 recognizes the custom that under-ryots may acquire the right of occupancy, but as the conditions under which they may do so are not defined, they are left unprotected. The Collector of Midnapore suggests a provision to the effect that an under-ryot who for five years consecutively cultivates the same land shall acquire the status of an occupancy ryot, unless during any part of that time he has held under a lease for a fixed period. Mr. Beames thinks, however, that it would answer equally well if it were provided that, on a person whom we now call a ryot becoming (as he would under sections 14 and 15) a tenure-holder, the ryots holding under him should, if they fulfil the conditions required in the case of a ryot holding under a zemindar, be held to have acquired a right of occupancy.
,,	Mr. Monro	Does not object to the tenures of occupancy ryots being made transferable subject to the consent of the landlord, or even without such consent, because, as a matter of fact, such transfers of tenures have become a matter of custom, but doubts whether the power of transfer will be a great boon to the ryot, as it will enable him to raise money and thus indulge in extravagant expenditure, and will also doubtless encourage the disputes and faction quarrels which have always been a prominent feature in native families. If, in addition to transferability, sub-letting without consent of the landlord is allowed, the latter will very soon find his estate full of occupancy ryots or their dependents in the shape of his bitterest enemies. If occupancy holdings are made transferable, Mr. Monro would on no account allow sub-letting, as it would encourage the ryots to let out their holdings and prey on the sub-tenants.
,,	Mr. Alexander	Objects to the incident of transferability, on the ground that it will cause holdings to be split up and impoverish the peasantry. It will also, Mr. Alexander fears, encourage artisans, such as weavers, smiths, &c., to abandon their hereditary trades and take to agriculture, as they have already been doing in some number of late years, and will thus increase the population depending solely on agriculture for a livelihood.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Mr. Halliday	States that the Behar Conference generally approved of the provisions of this section. Regarding the right of sub-letting, Mr. Halliday is of opinion that, as it cannot be prevented, it should be formally admitted. Mr. Quinn thinks that the balance of argument is in favour of it, and that in Behar at least the right of sub-letting and sale will not have the effect of converting the occupancy ryots into middlemen and the actual cultivators into ordinary ryots. He mentions that, as a fact, ryots' holdings have been frequently sold at Sarun, both privately and in execution of decrees, without producing these evil consequences. In many cases, again, it is, in his opinion, good that a ryot should have the right of sub-letting a portion of his holding; for instance, if indigo is to be grown on a proper system, it is desirable that the planter should get land from the ryot, giving the latter the full benefit of the transaction, rather than from the zemindar. Mr. Boxwell, on the other hand, doubts very much the wisdom of conferring the right of sub-letting on the cultivators, and would check the free exercise of it by providing that no ryot shall recover for any plot of land a higher rent than he pays for it. Mr. Norman, again, is entirely opposed to the recognition of the right, anticipating that it would lead to the extinction of the present class of occupancy ryots and the transfer of their holdings to money-lenders.
„	Lord Ulick Browne	Disapproves of the right of contract being taken away, of the prohibition of ejectment for arrears of rent (clause (*d*)), of sub-letting being allowed without the zemindar's consent (clause (*e*)), and of clauses (*f*) and (*g*), which make occupancy holdings transferable and heritable.
„	Mr. Larminie	Says that all the Collectors object to sub-letting, and he agrees with them, considering that it will cause the transfer of land to the money-lender class. He would, however, make exception in favour of tenants incapacitated by age, sex, or physical infirmity. Mr. T. Grant would not interfere with the right of private contract, but Mr. Larminie considers this provision essential to the success of the new law.
„	Mr. Tayler	Objects to transferability on the ground that it may lead to the ruin of the ryots, and observes that the greatest safeguard of the poorer ryots, at any rate, against absolute ruin, is that they should always have their land to fall back upon.
„	Mr. Mosley	Would alter clause (*a*) to the effect that the ryot may only use the land for cultivation, and would not allow sub-letting.
„	Mr. Newbery	Says clause (*f*) merely recognizes what is already done and never objected to, except in cases which are fully provided for in the pre-emption sections.
„	Mr. Stevens	Believes that sub-letting cannot now be prevented, and says that he has not had experience of any district in which occupancy rights are not commonly transferred. He also considers, with reference to clause (*g*), that when a ryot abandons his holding it should revert to the landlord.
„	Mr. Clay	Is not much in favour of legalising sales of occupancy holdings, and would not, therefore, bar contracts which stipulate that such transfers shall not be made.
„	Mr. Porch	Approves of transferability; but, in order to prevent the general loss of occupancy rights by the present generation of ryots, would restrict its operation to such villages or tracts as the Local Government, in consideration of the solvency, independence, and enlightenment of the ryots, might select from time to time. Until their extension has been notified in the *Calcutta Gazette*, sections 50 (*f*), 51, and 54 should remain in abeyance, and transfer be generally allowed only in the case of sale for arrears of rent or when the landlord gives his consent. The localities in which transferability by private sale, &c., might be at once allowed are, Mr. Porch thinks, the Chittagong, Dacca, and Presidency Divisions, and all Court of Wards' estates and properties under the direct management of Government.
„	Mr. Samuells	Would suggest, in the interest of the ryot himself, that, as such valuable incidents have been added to the occupancy right, the right should be made revocable on failure to pay the rent on the due date.
„	Mr. Westmacott	Observes that clause (*a*) will open the door to endless litigation to determine what renders land unfit for the tenancy. He, however, approves of the free transfer of a ryot's occupancy right being legalized as it has become customary.
„	Mr. Meres	Asks whether an occupancy ryot might at his discretion fell timber more than 12 years old standing on his holding.
„	Mr. Bradbury	Also enquires whether a ryot with a right of occupancy will be entitled to fell or grow timber in the absence of express stipulation to the contrary.
„	Mr. Towers	Thinks it right that ejectment should not be allowed for arrears of rent, for it is even now held that when a ryot has a transferable interest in his holding he cannot be ejected for non-payment of rent (*vide* 10, Calcutta Law Reports, 399), but observes that it might be decreed on the ground of forfeiture, when the ryot repudiates his landlord's title and sets up an adverse one—*vide* Art. XII, clause 8, of Field's Digest.
„	Mr. Garrett.	Thinks that the ryot should not be permitted to sub-let without remaining liable for the rent assessed on the entire holding.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Mr. Grant	Fully approves of the provisions of the section, observing that he has never known the place in which tenures are not actually transferable by custom. The provisions regarding improvements may at first create some litigation, as the zemindars will seek to prevent ryots from digging tanks and cutting down trees; but this, Mr. Grant thinks, will soon right itself.
„	Baboo Brajendra Coomar Seal	Approves of the incidents laid down in this section, abandoning his former objection to the right of mortgaging. He objects only to the proviso to clause (*g*), because it virtually makes the landlords represent the Crown in certain respects, and is likely to give rise to further misconception in future as to the meaning of the words "proprietors of the soil" used in the Regulation of 1793. It is only necessary, he observes, to maintain the existing practice by which the Crown waives its right to escheat with respect to *mal* land.
„	Mr. Brett	Would allow transferability, but protect the zemindar from the incoming of an objectionable tenant, which is not done under the pre-emption sections with section 56 added. Transfer should, he thinks, be allowed in only two cases—(1) voluntary transfer by the ryot, and (2) compulsory sale by the landlord in execution of a decree for rent. As a remedy against the introduction of an objectionable tenant, he would allow the zemindars a right of *veto* as to the transferee, subject to a summary appeal to the Collector or the Judge, who should finally decide whether the objection is reasonable or not. Pre-emption might remain as an alternative. Foreclosure and compulsory sale, otherwise than by the landlord, should, Mr. Brett thinks, be prohibited, the ryot not being yet fit to walk alone, as the Bill itself recognizes by its restrictions on contract. He observes that although, as it is said, no harm has come where transfers have taken place, we cannot be sure of this in the future until we have seen the effect of proclaiming the absolute legality and unrestricted power of transfer.
„	Baboo Nafar Chunder Bhatta	Says that sub-letting may prove injurious to the ryots, and that, though it could not now be prevented, it should not have legislative sanction, except in cases where the ryots are minors, invalids, lunatics, females, &c. He points out also that in making the right of occupancy transferable, the present privilege of relinquishment, which would be inconsistent with it, has been taken away; but, he observes, a large number of ryots, occupancy or not, yearly find it convenient to relinquish their holdings, and these would under the new law continue liable for rent as long as the landlord chooses, though they may cease to retain the holdings or may find them unprofitable.
„	Baboo Bhagwan Chandra Chakravarti	Objects to the right of sub-letting and of transfer without the consent of the landlord, on the ground that it will increase unthrifty habits and indebtedness, and lead to all the evils of sub-infeudation. The power of pre-emption given to landlords will not, he considers, be a sufficient safeguard against too frequent sales and mortgages.
„	Syed Moazzim Hossein	Considers that the acquisition of a right of occupancy by a tenant immediately on his taking a jote in which the former tenant had a right of occupancy is very objectionable.
„	Baboo Amrita Lall Chatterjee	Being of opinion that the extension of the right of occupancy in the manner proposed by section 47 unduly favours the ryot, would limit the right of transfer and of sub-letting to lands which have been held for 12 years; but, with this restriction, he approves of the right of sale, remarking that occupancy rights, and even minor rights, are already saleable by custom, and are even sometimes purchased by zemindars, although they invariably insist on such holdings being falsely described as *mourasi*, a description which is also generally inserted in deeds of sale to other purchasers.
„	The British Indian Association	Object to the withdrawal from the landlord of the right of ejecting a ryot for non-payment of rent, which he has long enjoyed, observing that it has seldom been abused, that its existence is a check to habitual and wilful default, and that it should be retained where it is allowed by custom or unwritten contract. As regards sub-letting, the Association observe that there are doubtless occasions when it may become necessary, as, for instance, when the holder of the right is a woman, a minor, or an invalid, and provision for such cases would be reasonable; but that the grant of the right to all occupancy ryots, whether they have or have it not by custom, would simply tend to create a class of middlemen who would enjoy all the rights and privileges taken away from the landholders, while the cultivators themselves would fare much worse than at present. Referring to their remarks on section 25, they also observe that, if the free sale of permanent holdings be objectionable, the sale of simple occupancy rights held by persons who are in a majority of cases very poor, and who have no resources to fall back upon in seasons of agricultural distress, would be much more so.
„	The Behar Landholders' Association	Say that clause (*a*) is very vague and will lead to litigation, and that the purposes of tenancy should be confined to agriculture, horticulture, and pasture.

Chapter, part of chapter, or section.	Officers.	Opinions.
		Clause (*e*) should, they think, be omitted altogether, as sub-letting will bring into existence a number of petty zemindars more oppressive than the worst of the present landlords. Co-owners, ijardars, ticcadars, and indigo-planters might also, under this clause, as under clause (*f*), obtain possession of lands in an estate to the detriment of the landlord, and obnoxious ryots might similarly be introduced into an estate without restraint, for the right of pre-emption does not touch sub-letting. With regard to the right of transfer the Association observe that it should at least be restricted to *bonâ fide* cultivators, and that this can only be done by preventing sub-letting. On this question they refer to their note on the Bill of the Rent Commission, which argues (1) that the right of transfer is unauthorized by the law or custom of the country, (2) that it will prove injurious to the ryots and place their holdings in the hands of money-lenders, and (3) that it is conferred under the North-Western Provinces Rent Act (XVIII of 1873) only on ryots holding at fixed rates, and not on occupancy ryots generally. The Association further observe that the right of occupancy and transfer ability should not be granted in respect of trees, which cost the ryots no trouble, and in which the zemindars have ownership by custom, half the fruit going to the ryots in certain cases, such as mango trees, while in others, such as *tál* trees, the whole profit belongs to the zemindar.
"	The Indian Association	Consider that there is no objection in legalising the right of sale of occupancy holdings; seeing that it is already largely exercised. If, moreover, sub-letting is discouraged as they suggest, they anticipate that mahajans will not purchase these holdings, and that transfers will be made only to actual cultivators.
"	The Landholders of East Bengal	Object to transferability, considering that it will be the ruin of the ryots. Sub-letting will, they think, be chiefly resorted to to prevent the landlord from exercising his right of pre-emption and will prove injurious to the actual cultivator by converting the superior ryot into a middleman. They also suggest that the "purposes of the tenancy" should be defined. They further consider that provision should be made against the minute division of occupancy holdings among heirs, as such divisions often render it difficult to the landlord to realise his rent.
"	The Hon. T. Gibbon	Approves of the section, which he considers infinitely the most important of the Bill to the ryot, and offers the following suggestions:— To clause (*b*) add "for the purposes of his tenancy." The ryot should, he thinks, be allowed to do anything to his land that he thinks will add to its productive powers, but he should not be allowed to constitute himself the judge of other people's requirements. To clause (*e*) add "in accordance with the provisions of this Act." The ryot should, he says, be allowed to sub-let under three restrictions—*first*, he must do so only for a term; *secondly*, he must not sub-let for a less sum than will cover his landlord's rents; and *thirdly*, the land he sub-lets must be free of incumbrances. He entirely approves of transferability, but thinks that the power to bequeath should not override the ryot's right to inherit, as this would be contrary to the Hindu law of inheritance, and that it should not be allowed unless registration of ryots' wills is made compulsory. He adds that the power of gift might, in the case of absconding ryots, prove a hardship to the landlord.
"	Mr. Hudson	Points out the necessity for making clear the ryot's right to grow any crop, as in a recent case objection was raised by the zemindar to a ryot's growing indigo for a factory (*See* Mr. Stevens' remarks on section 88).
"	Raja Pramatha Nath Rai Bahadur	Objects to transferability, observing that itwill deprive the landholders of the power which they now possess of keeping hostile tenants out of their property, that they will no longer receive the nuzzurs which are now presented to them when they relet profitable holdings abandoned by tenants, for such holdings will no longer be abandoned, but sold, and that they will thus have on their hands only the worthless holdings.
"	Baboo Girindra Nath Mukherjee	Thinks that the landlord should be allowed to take a bonus from the transferees of occupancy holdings.
"	Mr. Tweedie	Considers that the provision overriding contract is unjust and quite contrary to the custom of the country.
"	Baboo Pramatha Bhusan Deb Raya	Thinks that clause (*e*) should be amended so as to allow a jotedar to sublet not more than a fourth part of his holding.
"	Baboo Girindra Nath Mukherjee	Suggests as a means of discouraging the creation of a middleman class that the occupancy right should accrue only in respect of lands which a ryot absolutely requires for cultivation, and should last as long as he continues to cultivate those lands, but no longer.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Baboo Nafar Chunder Pal Chowdhury	Considers that transferability will be most detrimental to the interests of both landlords and tenants and cause holdings to pass into the hands of money-lenders.
„	Baboo Mathur Lal Nag	Is of the same opinion.
„	Baboo Baikunt Nath Sen	Approves of the provisions making occupancy rights transferable and heritable.
„	Baboo Raj Mohan Rai Chaudhuri	Says that the ryots should not be allowed to sub-let to an enemy of the landlord.
„	Baboo Pratab Chandra Ghose	Objects to sub-letting because it will convert the occupancy ryots into middlemen and be injurious to the actual cultivators of the soil.
„	Baboo Debendra Kumar Rai Chaudhuri	Expresses a similar opinion, and would also allow transferability only where it is established by custom.
„	Baboos Nobin Chandra Ghose, Grish Chandra Mukherji, and Prasanna Kumar Banerji	Would not permit the sale of occupancy holdings without the landlord's consent.
51	Mr. Monro	Says that the right of pre-emption by the landlord is good so far as it goes, but that the obligation to let the land as an occupancy holding does away with much of the protection which it affords.
„	Mr. Alexander	Quotes the remarks of Mr. Dutt, the Collector of Backergunge, who objects to this section on the grounds:—(*a*) that its provisions are too elaborate and would not be observed by ryots, who usually sell portions only of their holdings on urgent necessity; and (*b*) that there is no reason why a landlord should be allowed a right of pre-emption when the ryot wishes to sell his holding or any portion of it to a relative, this being a domestic matter, in which the landlord should have no power to interfere. Sub-section 4, again, is injurious to the landlord, for it deprives him of the right of pre-emption after six months in the case of a really objectionable transfer.
„ (4)	Mr. Barlow	Would substitute service of the notice on the zemindar for filing in the Collector's office. He considers also that it is unfair to make the landlord's right of interference, in the case of sales without notice, contingent on his obtaining information within six months, and would make such sales null and void.
„	Mr. Larminie	Suggests that the limit of one month in this section and section 54 should run from the date of service of the notice, but does not agree with the Collectors that in the fourth clause of these sections, and section 55, the term of six months should be extended to one year.
„	Mr. Stevens	Says that, notwithstanding sections 51, 55, a rival zemindar might get a footing in an estate by taking usufructuary mortgages of holdings instead of attempting to purchase outright, and that the only means of preventing this would be to allow the landlord to compel the sale of the holdings to himself.
„	Mr. Westmacott	Says that the rent law should take cognizance of the transfer of fractional shares in an occupancy right, as in Mahomedan families the women frequently inherit fractional shares of such rights and marry out of the family.
„	Mr. Tute	Proposes, in order to protect the zemindar against sales to his enemies, that he should be permitted under clause (2) to prove to the Collector that the sale is intended for the purpose of annoying him, in which case it should be stopped.
„	Mr. Vowell	Would not fix any restriction on the transferability of occupancy holdings, as in this and the three following sections, such restriction being likely to reduce the value of these holdings.
„	Mr. J. F. Stevens	Thinks sections 51-55 equitable, but says that "estimated value" in sub-section 4 of section 51 is not quite clear. By whom is the value to be estimated, and how far are the parties, or either of them, to be bound by the estimate? He also suggests that provision should be made for service on the landlord of notice of sale under section 52.
„	Mr. Meres	Also enquires what is the meaning of "estimated value." He thinks it questionable whether the rule requiring a notice to be given to the landlord before the sale of a holding will be of much use to the landlord. This and

Chapter, part of chapter, or section.	Officers.	Opinions.
		the remaining sections will probably give trouble and delay to the ryot-vendor, and hamper dealings in land, which, by section 50, clause (*f*), are declared free.
„	Mr. Grant	Considers the provisions regarding pre-emption a very favourable concession to the landlord.
„	Mr. Bradbury	Asks to what Civil Court the application under this section and sections 54 and 55 must be made. Will a Small Cause Court have jurisdiction to ascertain the price, and will the order under these sections be appealable or not? If the notice under sections 51 and 54 is not served within the month, through oversight, designedly, or from other cause, what is to happen? Again, if after the ascertainment of the price to be paid under sections 51, 54, and 55 the person in possession refuses to convey the occupancy right to the landlord, must the latter institute a regular suit for the conveyance, or will the Court, upon ascertaining the price, have power to direct the execution of a conveyance forthwith, and give effect to such direction, under section 260 or section 261? The latter procedure will reduce litigation, and if orders under sections 51, 54, and 55 are appealable, will be unexceptionable in every respect. Mr. Bradbury also enquires how notices under chapters III and V and other portions of the Bill are to be served; and where an application or some other act is required to be made or done within a fixed period by the person on whom notice is served, what course is to be pursued if he seeks to make or do it after the expiry of such period, pleading that the notice was never received by him? Real cases of non-receipt of notice are sure to occur in practice, and the plea of non-receipt of notice will assuredly be falsely put forward in many other cases. Some procedure for dealing with them should, Mr. Bradbury thinks, be prescribed, otherwise the prescription of a notice may be dispensed with.
„	Baboo Brajendra Coomar Seal	Suggests that, to avoid delay, "the Civil Court" be substituted for "the office of the Collector," sub-section (1), as ultimately the ryot will, under sub-section (3), have to come to the Civil Court. He also says that instead of one month from the date on which the notice is filed in sub-sections 1 and 3, 15 days from the date of *service* would be sufficient, discretion being, however, left to the Courts to extend the period on satisfactory grounds; and observes, with regard to the words "within six months from the date of sale in sub-section (4)," that the period of limitation ought to be the same as that fixed for cases of pre-emption (Article 10, Schedule II, of the Limitation Act), viz. one year. He, however, approves of the provision allowing the landlord to buy at 10 per cent. below the estimated value.
„	Syed Moazzim Hossein	Says that the one month allowed by this section should run from the date of service of the notice, and not from that of filing it.
„	Baboo Nafar Chunder Bhatta	Considers one month too short.
„	The British Indian Association	Say that consider the right of pre-emption given by the Bill is of no value to the landlord. It does not apply to occupancy holdings converted into tenures under chapter III, and the ryot could easily defeat it by keeping the transfer a secret from the landlord for a period of six months. The case would, again, be much worse if the ryots combined against their landlord at the instigation of a neighbouring and unfriendly landholder, and called upon him to exercise his right of pre-emption at once in respect to a large number of holdings. Few landholders in Bengal have the means of meeting such a call, and with rare exceptions, they will be placed, in such a case, at the mercy of their ryots. The Association further observe that in cases of sales in execution of decrees the Bill does not provide for service of notice of intended sales upon the landlord; and that it also makes no provision whatever for cases in which one or two of several joint-owners claim jointly, or in rivalry, to exercise the right of pre-emption in opposition to the wishes of the rest.
„	The Behar Landholders' Association	Also point out that the right of pre-emption would be of no avail in the case of a combination among the ryots to sell their occupancy rights simultaneously to a rival landlord, and enquire whether the recorded proprietor of an estate will be entitled to exercise the right when he has given his estate in *ijara* or *ticca*. The definition of "landlord" would seem to preclude the proprietor's right in such a case. Will one of several co-sharers be similarly entitled, and that against the wishes of his co-sharers? Again, why should not a similar right of pre-emption be given to the resident ryots of the estate, exercisable only in case the landlord refuses to exercise it himself? The Association also suggest that service on the landlord should be substituted in this section and sections 53 and 54 for filing the notice in the Collector's or sub-divisional office.

Chapter, part of chapter or section.	Officers.	Opinions.
„	The Indian Association	Consider the provisions of this and the next section too elaborate to be complied with, and do not also see their necessity or fairness where the ryot wishes to effect a *bonâ fide* sale and not merely to bring in an enemy of the landlord's. They would give the ryot an unrestricted right of sale, reserving to the landlord only a right of vote on his showing sufficient grounds to the Civil Court that the ryot has acted fraudulently or made a sale injurious to his interests. This would also render unnecessary section 56, which does not appear to them quite fair to the landlord.
„	Mr. Gibbon	Says that the ryot should be obliged to state in the notice the terms on which he intends to transfer.
„	Maharaja Narendra Krishna Bahadur	Suggests that tenants should not be permitted to transfer without the landlord's prior consent.
	Baboo Prasanna Kumar Banerji	Makes the same suggestion.
„	Baboo Girija Prasanna Mukherji	Does not consider that the right of pre-emption sufficiently protects the interests of the zemindars, and says that, if transferability without the landlord's consent is recognized, it is essential to provide that every tenant wishing to transfer must pay off all arrears of rent due on the tenure, furnish the landlord with such details as may be requisite for the easy collection of the rents, and make good any loss caused by his actions, such as the cutting of trees, making bricks, suffering himself to be dispossessed of a portion of the lands, &c.
„	Baboo Beni Madhab Mukherji	Objects to the ryot being permitted to transfer without the landlord's consent, and also to the notice of sale being filed in the Collector's instead of the landlord's office.
„	Baboo Chandra Kumar Rai	Says that the right of pre-emption will be of little advantage to the landlords, as, in consequence of section 56, he might have to buy the same holding several times over.
„	Mr. Tweedie	Says that the landlord will not find it worth while to exercise the right of pre-emption.
„	Baboo Girindra Nath Mukherjee	Observes that the right of pre-emption confers no boon on the zemindar, as it simply means that he may buy a thing which really belongs to him.
„	Baboo Gurudas Sen	Would make the period of one month commence from the date of service of the notice on the landlord.
„	Baboo Prasanna Chunder Roy	Says that this and the following four sections are certainly calculated to counteract the evil effects which an unrestricted right of sale would have produced, and suggests that those landlords in whose estates occupancy rights are now not transferable by custom should be allowed a percentage on the sale proceeds, and that a record of the prevailing custom in each local area should be prepared, and full effect given to these sections and section 50 (*f*) only in places where transfer is recognized by custom.
52	Baboo Nafar Chunder Bhatta	Says that in all cases of intended sale in execution of decrees held by third parties there ought to be provision for a notice to the landlord, as in cases of private sales.
53	Mr. Barlow	Considers that, to prevent fraudulent and collusive mortgages, after the words "redeem the mortgage," the following words should be added: "or if such amount be considered by the Civil Court, on an application made by the landlord, to be in excess of the value of the holding, such sum as in the opinion of the Court may be the fair value of the holding."
„	Mr. Westmacott	Asks what would be the landlord's right when a ryot mortgages his holding giving possession for a term with right of re-entry, this being a frequent practice.
„	Baboo Nafar Chunder Bhatta	Considers one month too short, as there are many absentee landlords whose local agents must take their instructions.
„	Baboos Raj Mohan Rai Chaudhuri and Krishna Chandra Rai Chaudhuri	Would prevent the ryot from granting usufructuary mortgages, known as *jatbandi*, without the landlord's consent.
54	Baboo Brajendra Coomar Seal	For "the office of the Collector in sub-section (1)," would substitute "the Civil Court." He also suggests that instead of "one month from the date on which the notice is *filed* in sub-section (3)," 15 days from the date of *service* be substituted, and proposes the substitution of one year for "within six months in sub-section (4)."
„	Baboo Nafar Chunder Bhatta	Says that one month is too short, and as in the case of sales (section 52), he would substitute service on the zemindar for filing in the Collectors' offices, and would declare gifts made without notice void.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Mr. Gibbon	Thinks that it would be better in sub-section (4) that the landlord's right to purchase should run for six months from the date of application to register, and not from the date of gift.
55	Baboo Brajendra Coomar Seal	Says that exception ought to be made in cases where the tenant, with a desire that the property should remain in his family, bequeaths it to his widowed sonless daughter or widowed daughter-in-law, who, though not heiresses-at-law, are still the objects of his affection, and are looked upon by him as members of his family.
56	Mr. Beames	Considers the section utterly wrong, unless it is deliberately intended to convert the landlords into mere annuitants. There is no reason why the landlord, if he exercises his right of pre-emption, should not be permitted to extinguish the occupancy right in that holding, ordinary ryots being so protected by chapter VIII that no deterioration of the cultivating class would result from the partial extinction here and there of occupancy rights. The effect of the present section will be that the landlord will keep the land in his own hands, thus virtually turning it into *khamar*. Mr. Beames further points out that the whole idea of the section in attaching the right of occupancy to the land, and not the tenant, is erroneous.
„	Lord Ulick Browne	Disapproves of this section.
„	Mr. Barlow	Remarks that there is no sufficient reason for making a distinction between the landlord and other purchasers of occupancy holdings, at any rate where the landlord has executed and registered an instrument under clause 1 (*b*) of section 141; and the fact that, in the event of his estate being sold for arrears of revenue under Act XI, 1859, the zemindar would (but for this section) at once become an ordinary occupancy ryot with respect to those holdings which he had previously purchased seems a conclusive argument against the proposed restriction.
„	Mr. Larminie	Considers the section necessary.
„	Mr. Tayler	Considers that the restriction would be intelligible if the landlord were always to let to old ryots of the village, but he might wish to let to new-comers, and there is no reason why he should be obliged to give the latter a right of occupancy at once.
„	Mr. Stevens	Is inclined to think the section unfair to the landlord, and would merely provide that the landlord will have no power to convert the land into *khamar*.
„	Mr. Samuells	Says that the zemindar should not be bound to give the occupancy right with the holding, unless the new tenant pays for the right.
„	Mr. Wace	Thinks this section hard on the landlords, and, if it is not struck out altogether, suggests the addition of the words "being a settled ryot in respect of other land in the village" after "person."
	Mr. Garrett	Highly approves of the section, as a landlord might take advantage of the needs or misfortunes of his tenants and buy up their occupancy rights, and without some absolute restriction like the present no legislative ingenuity could actually prevent his re-settling the old tenants in their own or others' names on the old lands at arbitrary rents. This, he observes, is often done now on a small scale.
„	Mr. Grant	Considers that the landlord will lose nothing by this provision, for he will not let a ryot come in who has not paid by way of *bonus* at least as much as he gave for the out-going ryot's right of occupancy.
„	Mr. J. F. Stevens	Thinks the section exceedingly hard upon the landlord. If he is allowed to buy an occupancy right at all, he is fairly entitled to obtain by his purchase the full advantages that would be obtained by any other purchaser. A less objectionable method of preventing him from buying up occupancy rights on a large scale would be to prohibit him from purchasing occupancy rights except in the cases provided for in sections 51-55. His purchases under those sections would not be very considerable.
„	Mr. Towers	Observes that except in cases of ejectment, section 50 (*d*), and lapse, section 50 (*g*) (which would be rare), the only way in which the landlord could acquire the occupancy right is by purchase. But if he is compelled to treat any person to whom he subsequently lets the land as an occupancy ryot, he would receive no consideration for his money. He should, Mr. Towers thinks, be permitted to deal with the land as his *khamar*, and dispose of it as he likes.
„	Baboo Amrita Lall Chatterjee	Approves of pre-emption, but objects to this section, and would allow the ryot to acquire the right of occupancy under it only on refunding the purchase-money to the landlord.
„	Baboo Mahendra Nath Mitter	Objects to the right of occupancy being at once conferred on the new tenant.
„	The British Indian Association	Observe that the Bill, while professing to run on the lines laid down by the Secretary of State, makes departures from them here and there which are wholly unwarrantable. He nowhere sanctions the accrual of an occupancy right to any but a settled ryot, but this section would give the right to a perfect stranger who is let in upon land which has come into the landholder's possession by virtue of his right

Chaptor, part of chaptor, or section.	Officers.	Opinions
		of pre-emption. The section, moreover, denies to the landlord alone the freedom which the Bill allows to all other purchasers of occupancy rights. This is opposed to all ideas of fair play at auction sales, to all economic principles, and to the views of the Secretary of State, who says that the landholder may let such land "at whatever rent he can obtain." The right of pre-emption would thus be a positive wrong and disability, instead of a benefit to the landlord.
,,	The Behar Landholders' Association	Think that it would be better to omit this section altogether, as it will be of no advantage whatever to the zemindar, and will give rise to litigation. They observe that in Behar the existing money rent in most cases bears a higher proportion to the annual value of the gross produce than one-fifth, as proposed by the Bill, and that therefore, in such cases, if the proprietor bought a right of occupancy and settled it with a ryot, the new ryot would not only have a right of occupancy, but would also be entitled to hold at a money rent which must not exceed one-fifth of the annual value of the estimated gross produce of the land. Thus, with every transfer of occupancy rights, the existing rates in Behar would be reduced and brought to the level of the lower statutory rates proposed by the Bill, and the process might be, further, hastened by fictitious sales on the part of ryots, with the effect not only of reducing the zemindars' incomes, but also of endangering the Government revenue, for in many of the recently-settled estates the Government revenue exceeds one-fifth of the annual value of the produce. The Association also enquire whether this provision will apply when the landlord is a part owner only and has the status of a settled ryot of the estate, or where he has filed a declaration under section 141.
,,	The Landholders of East Bengal	Strongly object to this section.
,,	Mr. Gibbon	Would allow a right of occupancy only if the landlord leases the land to a ryot who already has that right on his estate.
,,	Baboo Prasanna Chunder Roy	Observes that, if this section be allowed to stand, it will nullify the provisions of the preceding sections.
,,	Baboo Baikunt Nath Sen	Considers the section objectionable, as, if a zemindar or tenure-holder purchases an occupancy right, he ought to get the fullest benefit out of his purchase.
,,	Dr. Ram Das Sen	Objects to the principle on which this section proceeds of making the occupancy right attach to the land instead of the tenant, and adds that the section neutralizes the zemindar's right of pre-emption, for no zemindar would lay out capital to purchase a tenure with the right of occupancy inseparably attached to it.
,,	Baboo Girija Prasanna Mukherji	Considers that, when a zemindar purchases an occupancy holding, he should have complete freedom to deal with it as he thinks best in his own interests.
,,	Baboo Debendra Kumar Rai Chaudhuri	Thinks it hard that the landlords should not be permitted to purchase occupancy rights on the same condition as the ryots.
57	Mr. Larminie	Agrees with all the Collectors that the proviso should be omitted.
,,	The Behar Landholders' Association	Think the proviso inconsistent with the provisions of section 47, for a ryot who thus acquires an occupancy right is denied that right in other ryoti lands which have been longer in his possession.
Chapter IV	Mr. Towers	Thinks that the chapter interferes too much with private contract, and that section 61, at all events, is not defensible. He does not see why a settled ryot who wishes to take on more land than that in respect of which he has acquired his *status* should be allowed to hold any further land he may take from the zemindar on privileged terms. He is further of opinion that the preparation of a table of rates will be practically impossible in most places, as the rates vary so much even in comparatively restricted areas.
,,	Mr. J. F. Stevens	Approves of the chapter generally, but thinks that some attempt should be made to define the term "staple crops," which occurs in several places, as a good deal may turn on its precise meaning. If a general definition is not practicable, there should be some means by which it should be authoritatively and publicly declared what are "staple crops" for the purposes of the Act in different divisions or districts.
58	Mr. Porch	Would add the following to this section, in order to prevent any interference with the custom of giving lands rent-free for a time and then with progressive rents to recoup outlay for bringing waste or newly-formed accretions into cultivation. *Exception.*—Nothing in this Act shall release an occupancy ryot from liability to pay enhancements under an engagement to pay a progressive rent for lands that are being newly brought under cultivation, provided that the rent for any year shall not exceed the fixed legal maximum rent, viz. ith one-fifth of the estimated average annual value of the gross produce of the land in staple crops, calculated at

Chapter part of chapter, or section.	Officers.	Opinions.
		the price at which ryots sell at the usual time of realizing their staple crops in money.
„	Mr. Stevens	Would in this and the next section take the rate of rent per bigha and not the total rent of the holding as the standard. He, however, approves generally of the chapter.
„	Mr. Westmacott	Observes that, if a ryot has held for a considerable time at a fixed rent, and the money value of produce has permanently risen in the interval, the presumption should be the other way.
„	Mr. Gibbon	Says that under this section it would be open to a ryot to repudiate every condition under which he has held his lands at a low rate of rent, and yet claim to hold the lands at such rate. It would be more just to declare that a ryot shall be presumed to hold his lands on the same terms and under the same conditions that he has previously held them on, until they are changed under the provisions of this Act.
„	Mr. Hudson	Says that this section will tell hard on planters. One of the rules of their Association is that as long as a ryot cultivates one bigah in seven (of the lands for which he pays *money rent*) with indigo, accepting Rs. 9, plus the rent of that bigah as his remuneration, the rent of his entire holding will remain unchanged; and under this rule ryots are now paying the same rent which they paid 30 years ago. It is desirable, therefore, in fairness to the planter that this section should provide that lands shall be held on the same *terms* as they have been previously.
59	Lord Ulick Browne	Objects to this section.
„	Mr. Monro	Altogether fails to see the justice of abolishing freedom of contract, being of opinion that the ryot will never learn to stand alone if he is to be rigidly protected against himself. Denial of the right of contract has, moreover, a distinct tendency to make the landlord resort to illegal cesses, and the ryot acquiesce in such exactions; for, if the tenant is in need, or wishes in any way to propitiate his landlord, he will agree to pay a cess without much hesitation, as the right to make a legitimate agreement with his zemindar is denied to him.
„	Mr. Alexander	Quotes the following illustration put by the Secretary to the Eastern Bengal Landholders' Association in objecting to the restriction of freedom of contract under this section: Suppose the average annual value of the produce of a bigha of land is Rs. 12-8, and the present rent Re. 1. The landlord could claim to enhance up to Rs. 2-8, or one-fifth of Rs. 12-8, but he could not get more than double, or Rs. 2; and even then a decree for that amount could not be passed, as the section provides that in no case shall the enhancement exceed 6 annas per rupee. He could, therefore, receive no more than Rs. 1-6, and he would have to wait 10 years before he could again enhance.
„	Mr. Lowis	Remarks that the interference with contracts permitted under this section would teach the ryot that the law does not recognize fidelity to contract, and lead him to seek to evade his obligations.
„	Mr. Halliday	States that the Conference were of opinion that, in case of a Revenue officer refusing to register the contract, an appeal to the Commissioner and Board should be allowed; but he himself sees no necessity for an appeal.
„	Mr. Larminie	Says that Mr. T. Grant objects to this section altogether, as interfering with the right of contract, and that all the Collectors consider that the limit of six annas should be omitted. He would fix the same limit as in case of enhancement by regular suit.
„	Mr. Mosley	Points out that under sections 59 (2) and 61 (2), and the proviso of section 64, one-fifth of the average value of the produce is the limit of rent; while under section 82, even after the deduction to be made under clause (3), if the rental is calculated according to clause (2) (*b*), the landlord's money-rent might be more than one-fifth. He, therefore, considers that the limit of one-fifth is not fair.
„ (2)	Mr. Westmacott	Considers that the limit would be unfair in cases where, as frequently happens in Dinagepore, ryots hold twice or three times as much land as they pay rent for. Section 60 does not quite meet these cases, for the landlords could not always prove when the addition was made to the holding. Whatever may be stipulated as to rates, the landlord should, he thinks, be allowed to get rent for every foot of land held by a ryot.
„	Mr. Glazier	Objects to the limit of one-fifth, and proposes one-sixth to one-twelfth according to the discretion of the authority deciding the case, observing that in the Serajgunge sub-division hardly any one pays more than one-eighth, and the majority probably pay one-twelfth. He would also make suits for enhancement triable by a Revenue Court.
„	Mr. Wade	Prefers the limit of one-fourth originally fixed, and says that section 76 will prevent its being worked oppressively.
„	Mr. Samuells	Says that clause (2) interferes with the ryot's freedom of action, and is, therefore, objectionable.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Baboo Brojendra Coomar Seal	Would substitute for "approved of and registered by a Revenue officer appointed by the Local Government in this behalf" the words "approved by the Court in which a suit for the enhancement would lie, and registered under the Registration Law after approval." The section as it stands would not, he thinks, work well. He also thinks that "eight" might be substituted for "six" annas, and "one-fourth" for "one-fifth" of the estimated average value of the produce, in the sub-section (2) the maxima laid down being rather low.
„	Baboo Mohendra Nath Mitter	Considers this section and sections 60-61 open to grave objection, and observes that if an occupancy ryot agrees to pay a higher rent no restriction ought to be imposed by law, all that can be reasonably insisted upon being that the agreement shall be in writing and duly registered.
„	Baboo Nafar Chunder Bhatta	Comments on the absence of any provision as to the procedure by which the Revenue officer is to ascertain whether the ryot has acted as a free agent, and whether the rent exceeds the limit of one-fifth, and observes that, as a rule, the ryot will admit, truly or falsely, that the rent stipulated in the lease is correct.
„	Baboo Bhagwan Chunder Chakravarti	Observes that the tendency of this section is to hamper free contract as much as possible.
„	Syed Moazzim Hossein	Says that contracts between proprietors of land and their tenants should be respected.
„	The British Indian Association	Object to any interference by the Revenue officers with contracts between zemindar and ryot, and also to the arbitrary limit imposed on rent with reference to the value of the produce, as at the Permanent Settlement the rent was assessed at from one-half to three-fifths of the value of produce, and this is the share which the zemindars are entitled to realize. The Association suggest, as the fairest plan, that the ratio of produce which formed the basis of settlement in 1793 in each district should be enquired into and determined for the purpose of fixing a limit to the zemindar's rent, and remark that one-half the value of the produce is not so high a ratio as is sometimes supposed, the Bombay High Court having only last year decreed a claim for enhanced rent on the basis of half the value of the gross produce of the land—*See* 3 I. L. R. 348. A maximum limit would, however, be, in their opinion, of no practical value, since the ratio which rent bears to the value of produce varies in different districts from less than one-twentieth to more than one-half. In districts like Dacca and Chittagong the landholders would be entitled to double their rents after every ten years; while in Hooghly, Burdwan, and similar districts enhancement would be altogether stopped, although the landlords are entitled to get as rent a sum which represents their original share of the produce. The Association finally remark that as the Bill allows the rent of a ryot to be doubled by decree, it is difficult to understand why enhancement should be limited to 6 annas in the rupee when it is effected by contract, and that this would clearly encourage litigation.
„	The Behar Landholders' Association	Also object to the restriction on freedom of contract, and, in regard to the proposed limit to enhancement, submit a list of the confiscated estates of Koer Singh, to show that the revenue which the Government receives from them represents fully six-sixteenths of the annual value of gross produce, while the zemindar has to pay the cesses in addition. The Association, therefore, argue that an uniform maximum cannot be fairly fixed for all districts, and they further urge that the Revenue officer could not properly decide whether the rent charged exceeds the maximum. They also recommend that a procedure should be laid down for the registration provided under this section.
„	The Indian Association.	Think that this section will cause hardship to both the landlord and the tenant. They would leave the tenant free to contract up to the maximum limit to which the rent can be enhanced by a Court, but prevent him from offering an enhancement within ten years of a previous enhancement, and allow him to avoid a contract within a reasonable time where grounds exist which would justify the avoiding of other contracts.
„	The Landholders of East Bengal	Object to contracts between landlords and tenants being barred and to the limit here fixed on rent, as the proportion of the produce taken by the landlord varies in different parts. They would have a maximum of six annas of the average gross produce where the rent is paid in coin and of one-half where it is paid in kind.
„	Raja Pramatha Nath Rai Bahadur	Would substitute "one-fourth" for "one-fifth," and "double" for "six annas per rupee greater." He would also omit the words "or more——harvest time," replacing them by another sub-section allowing the tenant to petition the Civil Court within one year of the execution of the contract if the rent amicably fixed exceeds the fourth share of the gross produce and the landlord refuses to cancel the contract.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	The Hon'ble T. Gibbon	Protests against this section and section 61, as unwarrantably interfering with the private affairs of individuals. The former, he says, deprives the landlord of the right which the Bill allows to other purchasers, of re-settling occupancy holdings, which they may purchase on terms advantageous to themselves, and no landlord could, therefore, afford in future to bid for land against an outsider.
„	Lala Ban Behari Kapur	Also considers it objectionable that ryots should not be permitted to enter into any contracts they think proper without interference by a Revenue officer, and disapproves of the limitation of rents to a fixed maximum.
„	Dr. Ram Das Sen	Considers the restraint put on freedom of contract inequitable, and the limitation of the zemindars' demand to a fifth of the produce opposed to the spirit of the Permanent Settlement, inasmuch as the zemindars were at that time granted the State share of the produce, which exceeded one-half.
„	Messrs. Tweedie and Oatts	Say that it is unjust that a Revenue or Registering officer should interfere between parties contracting, or arbitrate unasked.
„	Baboo Pramatha Bhusan Deb Raya	Protests against any interference with free and voluntary dealings affecting the market value of land; says that the sections fixing the limit of money rent of the settled ryots involve an infringement of the principle of the Permanent Settlement, and that their effect would be ruinous to the zemindars; and proposes that, instead of one-fifth, three-eighths of the average annual value of the gross produce be the zemindar's share in money rent.
„	Baboo Prasanna Chundra Roy	Says that the Revenue officer should simply see that the ryot acts as a free agent or that undue advantage is not taken of his position. A ryot might, for instance, wish to secure a particular piece of land by agreeing to pay a slightly higher rent, but if the Bill stand as it does, he will not be able to do so.
„	Baboo Nafar Chandra Pal Chowdhury	Says that clause (2) should be omitted, or at least the provision that the Revenue officer shall decide whether the rent is fair and equitable.
„	Baboo Gopal Chunder Mukherjee	Considers the limit of one-fifth too low, and would fix one-fourth.
„	Baboo Baikunt Nath Sen	Considers that an agreement by a ryot to pay an enhancement of rent should be considered valid and good, and the approval of it by a Government officer dispensed with.
„	Baboos Mathur Lal Nag and Gurudas Sen	Are of the same opinion.
„	Moulvi Abdoos Sobhan Chowdhry	Thinks the limit of one-fifth too favourable to the occupancy ryot, as he could sub-let at five-sixteenths and make a profit.
„	Baboos Girija Prasanna Mukherji and Chandra Kumar Rai	Object to the provision that the contract should be approved and registered by a revenue officer.
60	Mr. Monro	Considering the difficulties of the subject, thinks that the proposals of this section and section 61 are, on the whole, fair. The zemindars have no reason to complain of them, and there is no doubt of the necessity for giving the ryot protection against the ever-recurring threats of enhancement, which have embittered the relations between landlords and tenants.
„	Baboo Nafar Chunder Bhatta	Says that this section would give occupancy ryots a right to alluvial accretions contrary to the provisions of section 4, Regulation XI of 1825.
„	The Hon'ble T. Gibbon	Suggests that the wording of this section be altered thus:—"Except as provided by section 59, or on account of the land being proved by measurement greater than the nominal area of the holding, a money-rent payable by an occupancy ryot, &c., &c."
„	Baboo Nafar Chunder Pal Chowdhury	Says that this section should be omitted. Why, he asks, should a suit be instituted when the ryot agrees of his own accord to pay an enhancement of more than six annas in the rupee?
„	Messrs. Tweedie and Oatts	Consider this section decidedly unjust, and that the ryots should be free to contract without the sanction of a Government officer.
61	Lord Ulick Browne	Objects to this section.
„	Mr. Samuells	Asks why if the land is capable of bearing a higher rent the zemindar should be compelled to let it at lower rent.
„	The British Indian Association	Object to these restrictions on the landlord's right to let his land to the best advantage, and point out that they will be specially hard when the lands have been recovered by pre-emption.

Chapter, part of chapter, or section.	Officers.	Opinions.
,,	Lala Bon Bihari Kapur	Thinks sub-section (1) very objectionable, and would let the landlord's charge any rent he can obtain.
,,	Baboo Mathur Lal Nag	Remarks that the section is an unwarranted interference with the landlord's right to settle his lands as he pleases.
,,	Baboos Girija Prasanna Mukherji, Krishna Chandra Rai Chaudhuri, and Chandra Kumar Rai	Object to the contract being submitted to the approval of a Revenue officer.
Chapter VI(B)	Mr. Beames	Observes that the preparation of tables of rates will be in all places a difficult and in many places an impossible task, and recommends that, if the idea is not abandoned altogether, it should be stated in the Bill that tables will only be made in districts where rent-rates already exist and are recognized, as it is undesirable that the compilation of a table should be undertaken where the materials for it do not exist.
,,	Mr. Monro	Thinks that it will not be practicable to frame tables of rates without an amount of harassment and expense to both landlords and tenants which would be ruinous to them, and doubts whether it would be fair to either party to keep them in force for even ten years. Whether, when we have a field survey, it may be possible to frame such tables of rates with less expense is another question.
,,	Lord Ulick Browne	Does not think that the table of rates scheme will work, except in a few places.
,,	Mr. Barlow	Would omit this Part altogether, as it would be very difficult or impossible to ascertain the rates in the way proposed, there being no proper establishments or experienced officers for the work, and it would still be necessary, after the preparation of the table, to hold a costly local enquiry in each case of enhancement to identify the class under which each field of the holding falls.
,,	Mr. Halliday	Considers tables of rates impracticable, but suggests, if the scheme is adhered to, that the parties should not be compelled to fight out in one Court (the Collector's) the question what rents are payable for lands of a specified class, and in another (the Civil Court) under what class the holdings should be entered. If the Revenue officer is to interfere at all, he should fix the rents once for all under Chapter XI.
,,	Mr. Larminie	Observes that it is generally considered that the preparation of tables of rates is impracticable, and would not have such tables prepared without a regular field survey.
,,	Mr. Porch	Would like to see a trial given to the provisions of this Part, although there will be difficulties attending the preparation of tables of rates, and in suits for enhancement of rent careful local enquiry would still be necessary, as the tables could not be ordinarily relied on as conclusive evidence of the fairness of the rate of enhancement claimed. He adds that where there are large estates under the Court of Wards, and large khas mehals under Government, and well-managed private zemindars, very useful tables of rates of rents might be prepared for the information of the public, and for the guidance of those concerned in land management generally.
,,	Mr. Clay	Approves of the provisions for the preparation of tables of rates.
,,	Mr. Mosley	Thinks tables of rates impracticable.
,,	Baboo Tarak Nath Mullick	Would limit the power to direct the preparation of tables of rates to cases where the landlord or the ryots apply for it.
,,	Mr. F. J. Stevens	Observes that tables of rates would be of great utility; but that it will be for the revenue authorities to ascertain how far their preparation will be possible.
,,	Mr. Grant	Believes that it will be practically impossible to draw up tables of rates, and that trustworthy result cannot be expected from such tables. Moreover, to be of any real use, they must each be applicable to comparatively small areas, and Government could hardly obtain the machinery necessary for such work on any very considerable scale.
,,	Mr. Brett	Remarks of the chapter generally that the provisions on the subject of enhancement are the most hopeful feature in the Bill. The task of framing records of rights, tables of rates, &c., is no doubt a formidable one, but it affords the only chance of success for a rent law in this country.
,,	Mr. Meres	Thinks that the proposals of this Part are dangerous, and might lead to serious injury to the ryots. The difficulty of collecting really accurate data for the tables of rates will be very great; while the consequences of an error in over-estimating the normal produce at its average money value, or in fixing too high a minimum, will be nothing short of the ruin of the tenantry of the tract dealt with. As the Bill stands, such a mistake could not be corrected, for the

Chapter, part of chapter, or section.	Officers.	Opinions.
		Local Government is not empowered, after directing at the time of publication the period for which a local area table is to remain in force, to cancel the table on discovering subsequently that it was framed on erroneous data, or that it was otherwise inequitable. The error, again, would not appear until the mischief was done, as was the case, for instance, in the Mujnamootha estate.
"	Baboo Brajendra Coomar Seal	Says that the greatest care will be necessary in the preparation of tables of rates and that the local area taken must be limited in extent, otherwise more mischief than good would be done. He thinks that the tables are likely to be better prepared by Rent Suit Munsifs who have been accustomed to try enhancement suits, than by Revenue officers new to the work, and would entrust the duty to them. At any rate for the present, he would substitute "Officer" for "Revenue Officer."
"	Baboo Mohendra Nath Mitter	Says that the preparation of an accurate table will be almost impossible, and suggests the adoption of a less ambitious table, shewing only the average value, quantity, and cost of produce per bigha compared with some previous time.
"	Baboo Amrita Lal Chatterji	Doubts the sufficiency of the provisions of the Bill for facilitating legitimate enhancement, and suggests that so long as tables of rates are not prepared the question of enhancibility or otherwise be left to the Civil Courts, the Revenue officers being required to decide what are proper rates after local investigation.
"	Syed Moazzim Hossein	Says that the settlement of rent-rates, produce, or value might well be left for determination by the Civil Courts, and that the procedure contemplated by the Bill is very cumbrous, and will involve much trouble and expense.
"	The British Indian Association	Are of opinion that the whole scheme regarding tables of rates is ill-judged and impracticable, and suggest that it would be preferable to revert to the indigenous system of the country and make the preparation of tables of rates over to a punchayet consisting of a number of mandals and the zemindar's gomashta of the village, cases in which difference of opinion may arise being provided for. A table or jummabundee so prepared would, the Association think, not only involve less trouble and expense, but also be more satisfactory to the parties concerned than any table prepared by a public officer.
"	The Behar Landholders' Association	Also consider the scheme for the preparation of tables of rates impracticable and likely to give rise to much litigation.
"	The Indian Association	Object to the Revenue officers being empowered to prepare tables of rates, considering that the slightest mistakes on their part might cause serious prejudice to the ryots. They would leave the decision as to rent-rates entirely in the hands of the Courts, requiring the Revenue officers merely to ascertain the prices of food-grains and making the price lists prepared by them conclusive evidence under the law.
"	The Landholders of East Bengal	Say that tables of rates will be very expensive and troublesome to both landlord and tenant in their preparation, and that they will, after all, be of little practical use, as it will be necessary to bring a suit in each case to settle the class under which the land should be assessed.
"	Lala Ban Bihari Kapur	Considering the great difficulty of preparing accurate tables of rates, doubts whether the proposal is likely to be a success.
"	The Hon'ble T. Gibbon	Remarks of the whole chapter that it is admirable in theory, but impracticable and unsuited to the genius of the people. He objects to the regulation of rents by the value of staple crops alone, instead of the value of all crops grown, and remarks that until it is known what crops the Board of Revenue will consider staple crops, or what rules it will lay down for the guidance of the Revenue officers, no opinion can be formed as to the extent to which the zemindars' or ryots' interests will be affected, and that it is, therefore, necessary to provide specifically for this matter in the Bill. If only cereals are accepted as staple crops, many claims for reduction of rents may be made; while if all "marketable" commodities are included under "staple," zemindars will have no valid reason to complain if one-fifth or one-fourth of the gross value of crops be declared the rack-rent limit. That any rack-rent limit which does not take into consideration all crops grown will be faulty is, he observes, evidenced by the fact that some districts might pay almost the whole of the landlords' rents from the proceeds of one crop alone. Thus, Chumparun with a rent-roll of some 24 lakhs receives from 16 to 18 lakhs from its poppy crop, grown on 70,000 acres of land; Shahabad and Gya might meet the landlord's rents from their sugarcane; and Mozufferpore and Durbhunga from their tobacco crop alone.
"	Maharaja Narendra Krishna Bahadur	Thinks that tables of rates would be useful, but that their preparation would be attended with almost insurmountable difficulties.
"	Baboo Baikunt Nath Sen	Admits the utility of tables of rates if correctly and carefully prepared.

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,,	Baboo Prasanna Chunder Roy	Says that the preparation of tables of rates will prove highly beneficial to both parties.
,,	Baboo Gopal Chunder Mookerjee	Considers that enhancement has not been put on a satisfactory basis. The preparation of tables will, he thinks, be very difficult and expensive, if not impracticable; and as the investigations which will precede their preparation will have to be repeated when the Court comes to decide suits for enhancement of the rent of particular holdings, nothing will be gained.
,,	Baboo Krishna Chandra Rai	Considers it dangerous that power should be given to the Local Government to prepare tables of rates, as a complete revolution might thus be effected in the land system of the country.
63 (*c*)	Baboo Nafar Chunder Bhatta	Says that to take the price current at harvest time alone would be unjust to the landlords and that averages should be taken.
,,	Raja Pramatha Nath Rai Bahadur	Would substitute in clause (*b*) the words "of rent which according to one-fourth of the gross produce is" for "or the—equitably."
64	Mr. Alexander	Thinks that the provisions of this section will admit of a very fair rate of enhancement being obtained by landlords. There will, no doubt, be some practical difficulty in working the scheme, but it will be overcome under proper instructions. He would, however, modify rule (*d*) as follows, because under the existing law increase in the value of the gross produce is the only ground (except when the land is found on measurement to be larger than that for which rent is paid, and this ground has been provided for elsewhere in the Bill) on which rent can be enhanced, and careful provision should be made against enhancement on any fresh ground. "(*d*) To the following rule, namely, that the rate of rent for any class of land should be raised only on account of an increase in the value of the average gross produce of land of that class, and when the rate of rent is so raised, the new rate shall not bear to the old rate a higher proportion than the increased value of the produce bears to the former value."
,,	Mr. Halliday	Suggests that "in the vicinity" be inserted after "occupancy ryots" in clause (*a*).
,,	Mr. Westmacott	Considers the provisions of this section just, but observes that they will be easily evaded by questions being raised as to the classification of specific plots of land.
,,	Mr. Bradbury	Observes that the words "about the time at which those rates were fixed" are somewhat obscure, and assumes that they mean "about the time at which were fixed the rates in force at the date of the preparation of the table."
,,	Raja Pramatha Nath Rai Bahadur	Thinks that the whole of this section should be omitted.
,,	Lala Ban Behari Kapur	Would do away with the limit of one-fifth in the proviso.
,,	Baboo Girija Prasanna Mukherji	Observes that the principles laid down in clause (*a*), and the proviso of this section, combined with section 119, are most detrimental to the interests of the landlords, and neither just nor reasonable. Instead of these provisions he considers that the Bill should provide that each landholder's estate may be measured, its tenures recorded, and fair and equitable rates of rent fixed for each class of land, not only according to the value of the produce, but also with regard to other circumstances, such as facility of cultivation, fertility and the density of the cultivating population to the area.
66	Mr. Halliday	Points out that, although under this section the officer fixing rates is empowered to hear objections, the parties will be at a disadvantage in framing objections, as their lands not having been classified, they will not know how the rates affect them. A ryot who considers his land of second quality may see no reason to question the rate fixed for land of the first quality, and if subsequently the question came before the Civil Court and the Munsif were of a different opinion as to the classification of his holding, his objection to the rate could not be enquired into.
,,	Baboo Nafar Chunder Bhatta	Points out that no provision is made for difference of opinion among assessors.
69	Mr. Halliday	Remarks that the Gazette would be encumbered if the rates were published in it, there being as many as 50 rates in one village.
70	Mr. Beames	Thinks that it would be extremely dangerous to give finality for ten years to the table of rates, since it is often found necessary to revise the work of the most experienced settlement officers with reference to facts gradually brought to light by experience. He is personally of opinion that as a mere matter of administrative economy it would be far cheaper to appoint more Rent-Suit Munsifs, and let them work out the

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		rates as they do at present, than to employ a large number of highly-paid Revenue officers to prepare tables, which, when prepared, will be of comparatively little value. The people themselves would, he thinks, prefer this.
	Baboo Nafar Chunder Bhatta	Considers the minimum of 10 years and maximum of 30 years too long.
„	The Landholders of East Bengal	Are of the same opinion.
„	Baboo Girindra Nath Mookerjee	Says that, considering the variations in produce and its value, no table can hold good for more than three years.
72	Mr. Halliday	Thinks that the ryots should not be made to pay these expenses, as the tables can only be used to enhance and not to reduce their rents, but suggests that the certificate procedure should be employed in their case for the recovery of arrears of such expenses.
„	Mr. Wace	Would make all the expenses of preparing tables of rates payable by the Government, there being no reason why the landlords or tenants of the areas where they are prepared should have to meet this expenditure while those of other areas have not.
„	Baboo Nafar Chunder Bhatta	Objects that, while the tables may ultimately be of no use to either the ryots or the proprietors, both are required to pay the expenses.
„	The British Indian Association	Protest against the proposal to charge the expenses to the landlords and ryots, as the tables will not relieve them of the necessity and expense of proceeding by suit.
„	Messrs. Tweedie and Oatts & Baboo Chandra Kumar Rai	Consider that occupancy ryots and landlords should not be required to pay the costs of preparing tables of rates where they do not ask for them.
„	Baboos Nobin Chandra Ghose and Bani Madhub Mukherji	Are also of opinion that landlords and tenants should not be saddled with the expenses of tables of rates.
73	Mr. Lowis	Objects to custom being allowed to operate in favour of the ryot under clause 2, while it is ignored when in favour of the landlord, as in clause 1, section 81.
„	Mr. Wace	Would omit "or on some equitable ground," these words being much too general.
„	Baboo Tarak Nath Mullick	Sees no objection to this section.
„	Syed Moazzim Hossein	Says that no provision is made if the change in, or in regard to, the land is effected solely by the agency or at the expense of the landlord or his predecessor in interest. He also suggests that instead of the assessors being appointed by the Local Government, it will be better to leave the appointment to the landlord and the ryot, each to select one assessor.
74	Baboo Chandra Kumar Rai	Considers it unjust that the landlord should be bound by his contract not to enhance the rent of the tenant, while the latter can avoid a contract made by him under section 47.
„ (3)	Mr. Beames	Does not quite see how the increase in the average price of produce in any locality or in any of the usual markets can be brought about by the sole agency, or at the sole expense, of any individual ryot, for excluding temporary or casual increases in the selling agricultural produce, such as famines or campaigns, the increase is invariably due to causes such as the opening up of new roads, railways, canals, &c., which operate on much too large a scale to be affected by the actions of any individual ryot, or even of all the ryots of a village collectively.
„	Mr. Larminie	Concurring in the objections of the Collectors to the words "the same class of ryots" would omit them and substitute "other occupancy ryots."
„ (2)	Baboo Brajendra Coomar Seal	Says that the words "from causes not merely temporary or casual" should be made clearer, as temporary or casual causes may produce permanent improvement.
„	Syed Moazzim Hossein and	Objects that while the landlord will be bound by his contract the ryot will not.
„	Baboo Nafar Chunder Bhatta	
„	The British Indian Association	Say that the present ground of enhancement on account of the occupation by the ryot of more land than what he pays rent for should also be specified in this section. The Bill admits the landlord's right to enhancement on this ground, but section 60 is very

Chapter, part of chapter, or section.	Officers.	Opinions.
		indefinite, and section 96 does not clearly provide for additions to the holding by encroachment on adjacent occupied or unoccupied lands.
„ (1)	The Hon'ble T. Gibbon	Drawing attention to sections 156 (*a*) and 207 (*b*), remarks that it is very necessary to declare what is intended to denote a class among ryots, and when defining a class to see that planters do not form a class by themselves. He would no make ryots pay according to their "classes," but according to the value of their lands.
„	Raja Pramatha Nath Rai Bahadur	Suggests that the words "on one or more of the following grounds, namely" in sub-section (1) be re-placed by "of any land on the ground that it is below the one-fourth share of the gross produce of such land," and that grounds (1), (2), and (3), with the illustrations to ground (1), be omitted.
„	Lala Ban Bihari Kapur	Points out the one-sided character of this section as compared with section 72 Here the landlord cannot enhance if there is a contract to the contrary, while in section 79 the tenant may sue for abatement notwithstanding any contract to the contrary.
„	Baboo Baikunt Nath Sen	Approves of the grounds of enhancement in tracts where a table is not in force, but suggests that provision be made for enhancement on account of excess lands.
„	Baboo Gurudas Deb	Also says that enhancement on account of excess lands has not been provided for.
„	Messrs. Tweedie and Oatts	Ask why in this and the next section a contract should be binding on a landlord and not on a tenant.
75	Mr. Beames	Thinks that the fact that under this section the Civil Court will have no more difficulty in deciding a case when there is no table of rates than when there is one affords another argument against the introduction of tables of rates. In 99 cases out of every 100 the issue will turn on clause (*c*). He sees no great objection to the limit of one-fifth, although one-fourth would not have been too much. In Jellamootha, he states, the percentage of gross value taken as rent ranges from 19 per cent. to 27·5, the general average being 19·8; and in Majnamootha from 20·3 to 30, the average being 23·5. As, however, many of the pergunnahs in these estates are very fertile, and the highest rent average hardly rises to one-fourth, one-fifth for the whole of Bengal is perhaps a safe limit to fix. But Mr. Beames adds that it is always very unsatisfactory to lay down hard-and-fast lines for so vast a tract of country containing such widely differing kinds of soil and conditions of fertility.
„	Lord Ulick Browne	Disapproves of clause (*d*).
„	Mr. Halliday	Points out that the rule as to dividing an increase in the value of the crop between the zemindar and the ryot in equal proportions can never operate in any case; for if the old rent was less than half the value of the crop, the landlord's share of the increase, under the rule of proportion in the proviso, would be less than half, and if the old rent was more, the landlord's share under clause (*a*) would be less than one-fifth. He recommends that temporary lessees should not be permitted to enhance, and that section 84 of Mr. Reynolds' Rent Bill, which took away from thikadars the power of enhancing, should be reproduced in the present Bill; as it is, above all things, necessary that the thikadar should be authoritatively relegated to his original position as a mere rent collector on behalf of the zemindar, and not allowed to exercise any proprietary rights.
„	Mr. Wyer	Thinks that the limits in this and the next section should not be fixed, and that the only way to deal with the matter would be to lay down what proportion of the rent, according to Ricardo's definition of rent, should be left with the ryot.
„ (*c*)	Mr. Westmacott	Says that instead of one-half of the benefit going to the landlords, the other to the ryot, the increased rent should bear the same proportion to the old rent that the increased prices or the increased produce do to the old.
„ (*b*)	Mr. Grant	Observes that the one-fifth limit, if calculated at harvest time, will be unduly favourable to the ryot; and that the more just proportion would be one-fourth. He suggests that it should also be provided how the market rate at harvest time is to be authoritatively settled; and that, with regard to the provision that the produce of the *staple* crop alone is to govern the calculation, any second and valuable crop, which is often grown where rice is the staple, should not be ignored.
„	The British Indian Association	Object to the provision limiting the amount of rent to the value of one-fifth of the produce of the land. *See* remarks on section 59.
„	Raja Pramatha Nath Rai Bahadur	Suggests the omission of the proviso to clause (*c*); and that the words "the ground" be substituted for "the second and third of the grounds" in lines 1 and 2, and "one-fourth" for "one-fifth" in the second line of clause (*d*). He would then insert a separate section providing that nothing in the chapter shall debar a ryot from obtaining a reduction of his rent to the prevailing rate to which his family is entitled.

Chapter, part of chapter or sections.	Officers.	Opinions.
,,	Baboo Baikunt Nath Sen	Would raise the rent limit to one-fourth, if not to one-third, remarking that bhag-jotedars in Bengal pay one-half.
76	Lord Ulick Browne	Objects to sections 76, 77, and 78.
,,	Mr. D'Oyly	Suggests that recently reclaimed lands should be exempted from the provisions of these sections.
,,	Mr. Samuells	Considers that there is no reason for an arbitrary limit to enhancement, remarking that in some tracts in Bankoora the bigha rate is not prevalent, blocks of land being held at a nominal rate, and neither landlord nor ryot has any idea of the area so held. In such cases it would, he thinks, be most unfair to prevent the landlord from receiving more than double, even when offered by the ryot.
,,	The British Indian Association	Observe that, although in ordinary cases the double limit is open to no objection, it should not be made a hard-and-fast rule. It should not apply, for instance, to cases in which the landlord has spent a large sum in improving the land, and it would obviously be unfair to purchasers of estates at public auction where their predecessors had collusively let lands at low rents to their relatives and others. Regulation VIII of 1793, section 60, provided a remedy against the latter class of cases.
,,	The Behar Landholders' Association	Object to this and the two following sections on the same grounds as those stated against sections 22, 23, and 24.
,,	The Hon'ble T. Gibbon	Recommends that section 77 should be retained, but section 76 struck out Cases, he observes, may occur where the landlords' interests would suffer under a hard-and-fast rule like this; and as long as the Court has the power to declare progressive enhancement, the ryot will be protected.
,,	Mr. Tweedie	Says that double or any other proportion seems arbitrary.
,,	Baboo Pramatha Bhusan Deb Raya	Considers that the limitation would be an injustice to the zemindar in cases in which occupancy ryots pay him a nominal rent.
,,	Baboo Nafar Chunder Pal Chowdhury	Considers this section objectionable.
,,	Baboo Rajmohan Rai Chaudhuri	Considers the section unfair in the case of lands, such as waste and marsh, let at a low rate in the first instance.
,,	Baboo Chandra Kumar Rai Chaudhuri	Would not fix any proportion, but leave the matter to the Court.
77	Mr. Beames	Objects to progressive enhancement being decreed by the Court, remarking that, if it is fair to decree enhancement at all, it should be decreed at once.
,,	Mr. Garrett	Thinks that five years would be rather an incentive to indolence and unthrift, and suggests two.
,,	The British Indian Association	Protest against the provision for gradual enhancement as unjust and uncalled for, and also against the discretion given to the Court, under section 201, to fix the date from which a decree for enhancement shall take effect, as these provisions, taken together, would give the Courts a power to render any decree of enhancement abortive. Progressive rents are, they consider, necessary only with regard to waste and jungle lands, which cannot be cultivated all at once.
,,	Baboo Rajmohan Rai Chaudhuri	Asks why provision should not also be made for gradual abatement of rent where abatement is decreed.
78	Mr. Barlow	Recommends that the section be amended so as to prevent a landlord who has failed to obtain a decree for enhancement from bringing another enhancement suit in respect of the same holding for a period of five years, as otherwise a rich zemindar might cause much harassment to his tenant by bringing a vexatious suit against him every year.
,,	Mr. Towers	Considers 10 years too short, and would prohibit any change for at least 20 years.
,,	Mr. Samuells	Says that this section will compel zemindars to enhance, once for all, to the highest possible figure. If it is proved that an increased rent can fairly be paid, it should, he thinks, be exacted. A railway through a remote tract would treble the value of land without any exertion on the part of either the zemindar or the ryot, and it is not reasonable that the latter should reap all the benefit.
,,	The Behar Landholders' Association	Say that five years should be substituted for ten. Especially in dâra lands, there may be an enormous increase within that time in prices and the productive powers of the soil without trouble or expense on the part of the ryot.
,,	Baboo Nafar Chunder Bhatta	Considers ten years too long.

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„	Mr. Tweedie	Says that a fresh suit for enhancement should lie whenever just cause arises, for in a country where corruption is so rife, collusion, mistake or false measurement may take place, and the rectification of the error should not be delayed for ten years.
„	Baboo Girindra Nath Mookerjee	Asks whether, if a rent enhanced a year or two before the new Act comes into force is found less than the rate shown in the table of rates, the landlord will be entitled to enhancement before the expiration of ten years.
„	Baboo Chandra Kumar Rai	Thinks that enhancement should be allowed whenever a just cause is shown, and that, if it is barred for any term, injustice would be done to the landlord in cases where, by collusion or mistake, more land is enjoyed by the tenant than he pays rent for.
79	Mr. Beames	Considers that if enhancement is hedged in and fenced about with all the conditions of section 74, reduction should be similarly hedged in, and that it should not be left to the Court to pass any order it thinks fit.
„	Mr. Halliday	States that Mr. Quinn recommend that an occupancy ryot should be entitled to claim abatement on the ground that his rent exceeds the limit prescribed in sections 81 and 119, but he is not himself prepared to support the proposal.
„	Mr. Westmacott	Asks why a ryot should be allowed to apply for reduction year after year when a landlord cannot apply for enhancement more than once in ten years?
„	Mr. Towers	Would allow the ryot to claim a reduction on the converse of the ground stated in section 74 (1), viz. that the rent paid by him is above the prevailing rate payable by ryots of the same class for similar lands in the vicinity.
„	Baboo Brajendra Coomar Seal	Is of opinion that *bonâ fide* contracts entered into before the passing of the Bill should be saved. He also points out that the words "temporary and casual" in clauses (*a*) & (*b*), although evidently employed to mean that there has been only a temporary or casual decrease of the productive power, refer according to the grammatical construction to "cause." From a temporary or casual cause, however, there may be permanent decrease in the productive power of the land.
„	The Behar Landholders' Association	Argue in the following manner, that the effect of this section will cause a general reduction of rents in Behar. Almost all Behar ryots now pay more than one-fifth of the annual value of the gross produce as rent, and at the rate of commutation under section 82 the rate will be one-half. Ryots, therefore, who are hereafter granted land at not more than one-fifth of the annual value of the gross produce will be able to undersell the present tenants, and prices will fall generally, unless there should be a greater demand for produce, which is not likely to arise for some years to come. The fall in prices will justify a demand on the part of the older ryots for a reduction of their rents under clause (*b*) of this section, and thus rents will be gradually brought down everywhere to the limit of one-fifth, to the detriment of the landlords. The Association also think that, as in the case of enhancement, some limitation should be fixed on reduction of rent.
„	Raja Pramatha Nath Rai Bahadur	Would replace the words "either——, namely" by "his horticultural or agricultural lands," on the ground that, for causes beyond his control, the fertility and the prices of produce having fallen, his rents have become higher than one-third of the gross produce of such lands. He would also omit grounds (*a*) and (*b*), and in sub-section (2) substitute for "it thinks fair and equitable" the words "would make it equal or as near as possible to one-third of the gross produce of the land.
„	Messrs Tweedie and Oatts	Say that, when a ryot exhausts his land by negligence or bad farming, he should not be allowed to claim a reduction of rent. English leases strictly regulate the rotation of crops and manuring.
„	Baboos Rajmohan Rai Chaudhuri and Krishna Chandra Rai Chaudhuri	Think it most unjust that, while increase in the productive powers of the soil is to be shared equally by the landlord and the tenant, any loss arising from decrease in such powers will be borne by the landlord alone.
„	Baboo Chandra Kumar Rai	Considers that a tenant should be allowed a reduction when the soil has been impoverished by his own bad farming, and that provision should be made in the Bill to secure manuring, &c.
80	Mr. Beames	Thinks that this section will not be of much use, pasture lands being nowhere leased to individual ryots *as* pasture; but he would be glad to see the breaking up of such land for cultivation checked where any still exists, and thinks that it might be enacted that a certain proportion of land in each village should be reserved as pasturage and left free for the cattle of all the ryots to graze on, the conversion of existing pasturage into arable beyond a certain proportion being forbidden by law.

Chapter, part of chapter, or section.	Officers.	Opinions.
„ (*b*)	Mr. Halliday	Would omit this clause, as it does not seem reasonable that the rent of pasture land should be regulated otherwise than that of arable land, viz., by the value of its outturn. For example, the opening of the proposed railway from Dehree to Mogul Serai, if it raised the value of the grazing grounds on the Rhotas plateau by enabling the holders to send their produce more easily to Benares, would be a proper ground for enhancement; but under the Bill the grazing rents of the plateau could not be raised on this account, while they might be raised if the price of rice had risen, though they produce no rice.
„	The Behar Landholders' Association	Observe that there are scarcely any pasture lands in Behar held separately by ryots, and would they not interfere with the disposal of his pasture lands by the landlord?
„	The Hon'ble T. Gibbon	Does not object to rights of occupancy being given to ryots in pasture lands, but says that in that case they ought to pay the same rents for these lands as for the rest of their holdings, and that, if the landlord allows them to hold at privileged rates, as is frequently done in Behar, they should not be entitled to claim occupancy rights.
81	Mr. Halliday	Observes that, as the landlord's share in kind all over Gya and in parts of Shahabad is $\frac{9}{10}$ths, commutation at one-half would cause a general reduction of rents and prove specially hard on the small proprietors. He recalls the fact that under the present system the whole of the straw goes to the tenant in addition to his share of the grain.
„	Lord Ulick Browne	Objects to this section.
„	Baboo Har Mohan Sen	Says that this section will disturb a system of cultivation known as *dhaki* in Dacca, under which the ryots pay a fixed quantity of rice every year irrespectively of the outturn of the land. He would leave existing customs of this kind untouched, and apply the present section to future arrangements only.
„	Baboo Nafar Chunder Bhatta	Considers this clause unfair, for some crops exhaust the land more than others.
„	The British Indian Association	Object on the same ground to commutation at one-half, and also disapprove of the landlord's share being regulated according to the value of staple crops, since the present system of payments in kind extends to all crops which may be grown by the ryot.
„	The Behar Landholders' Association	Are similarly of opinion that commutation at one-half would be unfair to the landlords, especially those who have recently bought their estates on the basis of the $\frac{9}{10}$ths share.
„	The Hon'ble T. Gibbon	Remarks that, while some landlords divide the crop on the threshing floor, very many others in North Behar send out ameens, and have the crops assessed on the fields, and that this proceeding is very lenient to the ryots, although a small per centage is added for the putwaree and gomastah, as the ryots usually manage to get the crops assessed at one-half their value. If the percentage for the landlord's servants were, however, declared illegal by the Courts, all landlords would elect to divide and not assess, and the ryots would thus suffer. He would modify clause (*a*) thus:—After the words "any contract" add "and in the absence of any," the word "or" being expunged.
„ (*a*)	Dr. Ram Das Sen	Deprecates interference with rates settled by custom.
82	Mr. Halliday	Would omit this section and allow commutation only when agreed to by both parties under a contract in writing approved and registered by a Revenue officer. He remarks that the power which has by this Bill been conferred upon the ryot, but denied to the zemindar, of getting his rent in kind commuted to a money rent to be fixed at the discretion of the Court, will have the effect of reducing bhowli tenures at least 50 per cent.—a reduction which, in many cases, may mean absolute ruin to the petty proprietors. In Chumparun especially, where bhowli cultivation is taken up by the ryots as a speculation over and above the area of land upon which they depend for the food crops which are to keep them through the year, no sweeping provision of this nature is, he believes, required.
„	Mr. Alexander	Reports that the zemindars of Barisal consider this section exceptionally hard upon petty talukdars and tenure-holders, as in very many cases these people keep certain lands with ryots, or let them out from year to year, or for a fixed term of years, on condition of receiving a certain share of the produce, and solely depend upon this for the support of their family. Mr. Dutt points out that, as the maximum limit of rent payable in money is one-fifth of the value of the produce, while the maximum of rent payable in kind is one-half, many zemindars, especially in Behar, will be under a temptation to commute money rents into rents in kind wholesale, and that provision should be made to prevent this.
„	Mr. D'Oyly	Would give the zemindar also power to sue for the commutation of rents, as bhowli tenants are indolent, indifferent to the improvement of their lands, and

Chapter, part of chapter or section.	Officers.	Opinions.
		content to grow grain just sufficient for their own consumption after payment of the landlord's share.
,,	Mr. Newbery	Says that it is not clear whether the ryot's commuted rent may or may not exceed one-fifth of the average value of the produce, and does not himself see why the principles of section 59 (2) should not be applied to this case also.
,,	Mr. Wace	Would not give any discretion to the Court, but retain method (*b*) alone, as involving the smaller departure from the existing relations between the parties.
,,	Baboo Brajendra Coomar Seal	Would say *ten* instead of *five* years in clause (*b*) of sub-section (2), as sometimes high prices prevail for years. There will be no difficulty in getting ten years' price-currents, as the Bill provides that price-currents shall be annually prepared and published.
,,	The British Indian Association	Object to the restriction of the right to commute to the ryot alone, and deprecate any interference with the present *bhaoli* system, which saves the ryot, on the one hand, the trouble and expense of taking his produce to the market and of contesting the zemindar's claim for enhancement of rent, and the zemindar, on the other, the trouble and expense of periodically asserting and proving his claim to enhanced rent. In Gya and Patna, again, the maintenance of embankments and canals by the zemindars is dependent on the *bhaoli* system, and its abolition would be ruinous to the ryots, who cannot themselves keep up such works. Commutation, they also say, would expose landlords generally to heavy loss; for, after the rent has been commuted, the ryot need only relinquish the holding, and he or his neighbours would be able to compel the landlord to re-let the land at a rent not higher than one-fifth the value of the produce. It would also deprive the poorer landlords of the supply of food-grains for the year's consumption, which they obtain under the present system.
,,	The Behar Landholders' Association	Think that the discretion given to the Court to fix the rent at the prevailing money rent payable by the same class of ryots may affect the rights of the zemindar very seriously, and see no reason why any deduction should be made from the average value of the rent, when it has been fixed according to clause *b*, sub-section 2.
,,	The Hon'ble T. Gibbon	Would allow the landlord to apply for commutation. He remarks also that, under clause (2) (*b*), the ryot by taking little or nothing out of his lands for the next five years might get them for nothing; and objects to the deduction to be made in favour of the ryot under clause (3):
,,	Maharaja Narendra Krishna Bahadur	Thinks that it would be hard, in the case of small proprietors depending mainly for their maintenance on a share of the crop, to give the ryot power to compel commutation.
,,	Syed Moazzim Hossein	Says that the provisions of this section will tell hard on the landlord.
,,	Baboo Mathur Lal Nag	Also considers the section unfair to the landlord.
,,	Dr. Ram Das Sen	Objects to the restraint on freedom of contract in this section and sections 83 and 84.
,,	Baboo Rajmohan Rai Chaudhuri	Says that the landlord will lose if the ryot applies for commutation at a time when the price of grain is low.
	Baboo Chandra Kumar Rai	Considers that no deduction should be made in consideration of the ryot taking all the risks of cultivation, since his risks will be no greater than when he paid in kind.
83	Mr. Beames	Thinks that the preparation of price lists will be a very difficult proceeding, because in the present day communication is so easy and rapid between one part of the country and another that there cannot in many places be said to be any one market price throughout harvest time. The harvest time might last six weeks, and during that time, especially in places with telegraphic communication with Calcutta, Madras, and other large towns, prices will go up and down twenty times, and long before the price list has been sanctioned by the necessary authority, it will have ceased to be correct. All that can be done, Mr. Beames says, is for the Collector to record, day by day, during the six weeks of harvest, and for another six weeks afterwards, till the crop is all disposed of, the daily fluctuations in the principal markets. At the close of this period he may tabulate and arrange his figures, and strike averages, and the return will then be of some use in future years as a guide to what prices were in the year to which it refers.
,, (*b*)	Lord Ulick Browne	Thinks the price lists will be useful.
,, (1)	Mr. Alexander	Asks whether the lists are to be prepared for each separate market. If so, the work to be done annually will be enormous in some districts, the market prices in the mofussil being very diverse.
,,	Mr. Mosley	Doubts very much whether such a list can ever be prepared with any accuracy, and without accuracy the provision would be very mischievous. He thinks that the Collector cannot ensure getting truthful returns.

Chapter, part of chapter, of section.	Officers.	Opinions.
,,	Baboo Nafar Chunder Bhatta	Thinks that price lists would be of great value.
	The Landholders of East Bengal	Suggest that the annual price-lists should be prepared by the Collector in consultation with, say, three skilled assessors.
,,	Baboo Baikunt Nath Sen	Says that opportunity ought to be given to the public for proper representations to the Collector on the subject of price lists.
84A	The Hon'ble T. Gibbon	Objects strongly to these provisions, on the ground that the discretion vested in the Board is too wide, and says that an exact definition of "staple crops" is essential. He adds that the power of altering the registration rules given to the Board is most objectionable, and that a simple procedure like that recommended by the Behar Rent Committee should be adopted.
85	Lord Ulick Browne	Disapproves of this and the next section.
,,	Mr. Beames	Objects to the omission of all provisions regarding land used for building purposes, it being essential to the development of the country, and the best interests of the ryot, that the law on the letting of land for purposes other than agricultural should be placed on a proper footing, so as to encourage the establishment of markets and the erection of substantial houses by the peasantry.
,,	Mr. Stevens	Approves of the chapter.
,,	Mr. Wyer	Considers that this section and section 86 will bear hard on landlords.
,,	Mr. Glazier	Says that the Pubna Pleaders approve of this chapter.
,,	Mr. D'Oyly	Says that the effect of this section will be that in some villages all or a great portion of the bastu lands will belong to persons other than the cultivators, and asks where the zemindar will then find building land for his ryots.
,,	Baboo Taruk Nath Mullick	Considers the chapter unfair to the landlords.
,,	Mr. Bradbury	Asks if, as is often the case, the homestead is a part of non-occupancy holding, whether the tenant will have different interests in different portions of such holding?
	Mr. Garrett	Considers the principle of this section correct, but remarks that the right conferred should be only co-extensive with the necessity. Clause (2) should, therefore, be so modified as to make it plain that, although an agriculturist will not lose his right in his *bastu* land, simply by ceasing to be a settled ryot, he will lose it by ceasing to be an agriculturist. A ryot should not be able to sell all his arable lands and entirely abaildon the occupation of husbandry, and still retain a permanent heritable and transferable right in his *bastu*.
,,	Mr. Towers	Offers similar remarks.
,,	Baboo Mahendra Nath Mitter	Observes that there is no valid reason for setting aside a contract duly made between a landlord and a ryot, when the latter takes a lease for building his dwelling-house.
,,	Baboo Nafar Chunder Bhatta	Considers the provisions of this chapter good and just, and that they might be extended to all bastu land in town or village, subject to the preservation of existing contracts.
,,	The British Indian Association	Object to the proposal that a right of occupancy in bastu land should not lapse on a ryot ceasing to be the settled ryot of a village or estate, and observe that, if a ryot is allowed to have a right of occupancy in bastu land, after he has ceased to be a member of the agricultural community, the effect on the rights of the landlord would be disastrous with reference to bastu lands in marts and trading villages. The provision is, moreover, opposed to the well-established principle of law, that a landlord is not bound to recognize a division of a ryoti holding—a principle which section 150 of the Bill fully takes cognizance of. The bastu, besides, as an occupancy holding, would give its holder a claim to rights of occupancy in lands that he may at any time take up, without subjecting him to the 12 years' occupation clause. A clandestine encroachment once made by a ryot, even for a few weeks, would thus make him an occupancy holder. The economic effects of the provision would, the Association argue, be still more mischievous. There is only a limited quantity of bastu land in every village, and if a portion of that area be taken out of the reach of the agricultural community, not merely would the integrity of holdings be destroyed, but great inconvenience and hardship would be felt for want of building sites.
,,	The Indian Association	Would give protection under this Chapter to tenants who, though not settled ryots, have been living on their homesteads for a long period, or who have made substantial improvements in their holdings, by providing that they shall not be liable to ejectment at the will of the landlord, but shall be entitled to hold at fair and equitable rents.
,,	The Landholders of East Bengal	Object to both parts of this section.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	The Behar Landholders' Association	Consider the chapter an encroachment on the rights of zemindars, and also object to it, because it would enable a Mahomedan butcher to settle in the midst of high caste Hindus, and would thus give rise to serious quarrels.
„	Mr. Gibbon	Says that the *bastu* lands of cultivating ryots do not go with their jotes or holdings, and should, therefore, be non-transferable, the landlords being, however, prohibited from evicting. The ryots should not be charged rent for them, and they should lapse to the landlord when the cultivated lands are relinquished.
„	Baboo Gopal Chunder Mookerjee	Suggests the addition of a sub-section providing for abandonment, remarking that, if a ryot owning any bastu land leaves the village without intention of returning, and does not pay rent, the landlord should be entitled to settle his land with another ryot.
„	Dr. Ram Das Sen	Says that the section is directly opposed to the judicial decisions which have declared bastu land to be the subject of contract. If the Court decrees ejectment, the landlord must pay compensation for houses, &c., which he may not require, and the materials of which the ryot might sell or remove at his pleasure.
„	Moulvie Abdoos Sobhan Chowdhury	Considers the grant of an occupancy right in these lands to ryots unfair to the landlords.
„	Baboo Mathur Lal Nag	Thinks the provisions of the Bill regarding *bastu* land most salutary.
„	Baboo Debendra Kumar Rai	Would not grant the right of occupancy in homestead lands.
	Baboo Chandra Kumar Rai	Considers this and the other sections of the chapter unjust to the landlords.
86	Mr. Samuells	Says that the ryot being liable to ejectment only on breach of the conditions of his tenancy, should not be entitled to any compensation, and suggests that he might be allowed to sell and his successor be recognized by the landlord.
„	Baboo Har Mohan Sen	Would omit the section.
„	Mr. Bradbury	Says that the tenant will, it is presumed, be permitted to remove the materials of his buildings, and in such a case he should recover as compensation only such an amount as may recoup him for the trouble and expense of re-erecting the same on another site.
„	Mr. J. F. Stevens	Doubts the justice of giving compensation in the case of the ejectment of a ryot through his own fault from *bastu* land.
„	Syed Moazzim Hossein	Considers that provision for compensation in cases of ejectments for wilful breach of a written contract is very unfair to the landlord; and points out that no provision is made as to how long the zemindar is to wait before he can arrange about the land left by an absconding ryot.
„	Baboo Mahendra Nath Mitter	Observes that, if a tenant is liable to ejectment for breach of contract, it would be a hardship to his landlord to pay compensation to him for dwelling-houses, &c., which he may have erected. All that the ryot can fairly ask is that he may be permitted to remove them within a stated period.
„	The British Indian Association	Say that custom and oral contract, and not written contract only, should be allowed to operate in the matter of ejectment from bastu land. *See* remarks on section 50.
„	Maharaja Narendra Krishna Bahadur	Thinks that the zemindar should not be compelled to pay compensation where the ryot builds without his knowledge or consent.
„	Mr. Tweedie	Observes that this section is not in accordance with English law.
„	Baboo Nobin Chandra Ghose	Objects to the tenant being allowed compensation.
87	Mr. Halliday	Remarks that the section is inapplicable to Behar, and might be omitted.
„	Mr. Bradbury	Asks how the enhancement allowed by this section is to be effected—by suit after notice, or by suit following on a notice, or otherwise?
„	The British Indian Association	Regard the proposed maximum of 5 per cent. as most arbitrary and unjust. Considering all the risks of loss to the landholder by relinquishments, bad debts, diluvion, &c., rent on particular plots of land, calculated at 5 per cent. of the value of the land, would, they observe, really come to a much lower percentage on the whole. Again, it is a well known fact that in some districts—the southern portion of the 24-Pergunnahs, for example—bastu lands bear the lowest rate of rent of all lands in a village, while in others—Hooghly, for example—they bear the very highest rates of rent, and in others, again, no rent at all. A uniform rule would, therefore, be quite unsuited to the circumstances of the case, and the matter should be left to contract and custom.
„	The Landholders of East Bengal	Consider 5 per cent. too low, and unfair to the zemindars.

Chapter, part of chapter, or section	Officers.	Opinions.
88	Mr. Beames	Considers it a mistake to call a ryot, who has no right of occupancy, an "ordinary" ryot, and would give him all the privileges of the occupancy ryot, except fixity of tenure, until he acquires the latter by 12 years' residence.
"	Mr. Halliday	Disapproves of the term "ordinary ryot," and would prefer to call the tenants treated of in this chapter simply "ryots."
"	Mr. Westmacott	Remarks that he would prefer looking on the occupancy ryot as the ordinary ryot.
"	Mr. Stevens	Strongly objects to the term "ordinary ryot," considering the occupancy ryot to be the ordinary tenant of the country; and would use "temporary ryot," or even "paikasht ryot" instead. He also asks, as this chapter and chapter V refer only to *ryoti* land, whether the landlord will be permitted to let his *khamar* at any rates and on any terms that he may choose to demand.
"	Baboo Tarak Nath Mullick	Thinks this chapter unfair to the zemindars.
"	Mr. J. F. Stevens	Would like to see the rights of an ordinary ryot as to the use of his land clearly defined, the question being of considerable importance in the indigo districts of Behar. An attempt is being made there to get rid, as far as possible, of the old *thikadari* system, and to encourage ryots to grow indigo independently entirely on their own account, as they would any other crop, in order to sell it to the factories. This system deprives the landlord of the advantage which he had over a factory under the *thikadari* system of being able to screw up the rent of the village leased to an amount far above what the rent-roll of the village would justify, because the factory would, if it lost the *thika*, have no means of growing or obtaining sufficient indigo plant for manufacture; and accordingly some landlords are not likely to look very favourably upon it, and will endeavour to put difficulties in the way of its extension. Mr. Stevens assumes that the occupancy ryot can, under the provisions of section 50, grow indigo, if he pleases, in spite of the landlord; but, he asks, will the ordinary ryot be able to do so too?
"	Mr. Brett	Disagrees with the Bill regarding the "ordinary ryot," and would leave him to make his own terms. To tell a zemindar that he cannot evict without paying ten times the increment of rent demanded is, he considers, to prevent him from evicting at all.
"	Mr. Grant	Considers the term "ordinary ryots" a mistake, the ordinary ryot of the country being the ryot with right of occupancy, and all *other* classes of ryots being exceptional. The every-day terms, "ryots having a right of occupancy" and "ryots not having a right of occupancy," should be maintained. The only difference between the two classes is that the former has fixity of tenure, while the latter has not.
"	Mr. Towers	Says that the provisions of this chapter are entirely novel, and most of them furnish very reasonable ground of complaint to the landlord. The limit to the amount of rent demandable under section 89 (read with section 119) seems very low, and it is questionable whether the law should fix any limit.
"	Baboo Amrita Lal Chatterjee	Considers that the Bill does not go far enough for the protection of ordinary ryots, and would grant under-ryots some sort of sub-occupancy right which will protect them so long as they pay their rents, but he would absolutely prohibit them from transferring or sub-letting their holdings. He would also apply to them the same rules of enhancement as those provided for occupancy ryots, but not the same maximum rate.
"	The British Indian Association	Say that the chapter trenches materially on the rights of landlords, and confers on ordinary ryots rights much greater than those now enjoyed by occupancy ryots.
"	Baboo Pramatha Bushan Deb Raya,	Says that the Legislature should leave the settlement of rents between ordinary ryots and landlords quite unhampered by rule or law, and that restrictions such as are proposed in section 119 are productive of infinite mischief to both parties.
"	Baboo Baikunt Nath Sen	Says that this chapter ought to be left out altogether, as it takes away the undoubted right of the landholders to deal with ordinary ryots having no right of occupancy.
"	Moulvie Abdoos Sobhan Chowdhury	Would allow under-ryots to acquire a right of occupancy co-existent with that of the superior ryot.
89	Mr. Monro	Would leave the relations between landlords and ordinary ryots to settle themselves entirely according to the economic laws of supply and demand; and, therefore, deprecates any interference with freedom of contract between them and the fixing of any maximum of rent as under section 119.
"	The Hon. T. Gibbon.	Does not object to the rack-rent limit given in section 119, but cannot understand on what principle one-fifth of the gross produce is to form the rack-rent limit of an occupancy holding, and 5-16ths that of an ordinary ryot, or what is to be considered the rack-rent when the ordinary ryot acquires occupancy rights. Suggests

Chapter, part of chapter, of section	Officers.	Opinions.
		that, when the landlord leases land in the first instance to a ryot, he and the ryot should be allowed to make their own bargain, but that, if the landlord afterwards wishes to enhance the ryot's rent, he should be bound to keep within the rack-rent limit, whatever it may be.
90	Lord Ulick Browne	Objects to this section.
„	Mr. Halliday	Considers that freedom of contract should not be withheld from a zemindar giving land to a new and possibly unknown ryot, and therefore recommends the substitution of the words "subject to" for "notwithstanding" in this section.
„	Mr. Mosley	Says that this section will entirely prevent a zemindar from letting land for a term.
„	Mr. Bradbury	Thinks that the language of clause (*a*) requires modification; for, presumably, the mere falling into arrears will not justify ejectment at the will of the landlord, but he must sue.
„	Mr. Towers	Considers that ejectment for forfeiture should be allowed. He points out also that clause (*b*) pre-supposes that there will be a written contract, while in most instances this will not be the case.
„	Mr. J. F. Stevens	Enquires whether a landlord is never to let to an ordinary ryot for a fixed term, and if he is to have that power, whether the ryot is not to be liable to ejectment in execution of a decree for ejectment, passed on the ground that the term of the lease has expired? There is apparently no provision for such a case in this section. Again, it seems only equitable that the landlord should have the power of ejecting an ordinary ryot, after due notice, on paying compensation for improvements.
„	The Behar Landholders' Association	Observe that this section and sections 93, 94, and 95, confer an entirely novel status upon ordinary ryots, and is very unjust and one-sided. They add that it is not right to provide that no notice shall be served upon the ryot during the ten years next following with respect to a holding on which a decree has become void under section 94.
„	Baboo Gopal Chunder Mookerjee	Says that this section and section 95 ought to be amended so as to allow ordinary ryots to occupy and relinquish lands by contract.
91	Mr. Beames	Thinks the procedure for enhancement in this and the following sections very faulty. There is none of the careful weighing of considerations laid down for the occupancy ryot in chapter VI, and Mr. Beames does not see why such tender care should be bestowed upon one favoured class of ryots, while the other is left utterly unprotected. The protection granted to the occupancy ryot is so complete, and any attack on him is attended with so much risk and difficulty, that the zemindar will naturally turn his attacks against the "ordinary" ryot, whom the law does not protect, and will effectually prevent him, at any rate, from acquiring occupancy rights, by ruining him long before he has had time to do so.
„	Mr. Westmacott	Observes that any law fixing a limit to the rent of an ordinary ryot will be a dead letter.
„	Mr. Bradbury	Asks what Civil Court is intended by this section.
„	Mr. Towers	States that it has been very reasonably suggested to him that it should be declared that failure to prove service of the notice shall not cause the suit to be dismissed. The service or non-service might, however, be taken into consideration in determining the question of costs, or the time from which the enhancement should commence.
„	Baboo Brajendra Coomar Seal	Says that if a section, such as he has suggested, were inserted between sections 48 and 49, he would have no objection to this and the following section; otherwise he would strongly oppose their application to the class of ryots referred to by him.
„	The Behar Landholders' Association	Say that in lands producing only *rubbi* and *bhadoi* crops, the notice in this case, if the agricultural Fusli year be held to commence in Assin, will have to be served before the agricultural prospects of the year are known. In Bengal, the year commencing in Bysakh, this would have to be done before either the *khariff* or *rubbi* has been reaped. They ask therefore whether a notice three months before the expiry of the year will not be sufficient, and also how the service of notice is to be made in this and other cases, observing that section 194 refers to summonses in suits, and not to notices.
„	The Hon. T. Gibbon	Thinks that in sub-section (1) three instead of the six months' notice would be sufficient.
92	Mr. Westmacott	Considers ten days in sub-section (2) too short for a contested case.
„	Mr. Bradbury	Asks whether this section must be strictly construed; in other words, will a landlord be bound to sue for ejectment, or may he sue to recover arrears at the enhanced rate, as at present?
93	Mr. Beames	Remarks that clause (*a*) will be inoperative, as tenants-at-will do not make improvements, and that clause (*b*) is absurd. If a man is defined at starting as one who has no right of occupancy, why, Mr. Beames asks, should he be compensated for being turned out if he does not comply with the terms of the contract by virtue of which alone he holds?

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Lord Ulick Browne	Objects to compensation for disturbance, as the ryot has no right to the land and should pay the rent demanded.
„	Mr. Barlow	Suggests that after "improvements" in clause (*a*) the words "made by such ryot in accordance with the Act" be added, and that clause (*b*) be struck out as being unfair on the landlord.
„	Mr. Halliday	Observes that, if freedom of contract is permitted, there would be no objection to compensation for disturbance under clause (*b*). Such compensation should not, however, be granted as a rule, but only left optional with the Court up to a limited amount.
„	Mr. Larminie	Says that Mr. T. Grant approves of this section in its entirety, but he agrees with the other Collectors in suggesting that "suit" be substituted for "agreement" in sub-section (1). These officers also urge the omission of the provision for compensation for disturbance, but he does not concur.
„	Mr. Tayler	Presumes that the Court will have to decide whether the claim for enhancement is just, fair, and in accordance with the law, before ejecting a ryot. In that case it seems hard that landlord should have to grant compensation for disturbance which would never have occurred but for the obstinate rejection of his just claim by the ryot.
„	Mr. Wyer	Suggests that both clauses (*a*) and (*b*), sub-section (2), be struck out, as the zemindar does not disturb when the ryot refuses to pay his just dues.
„	Mr. Stevens	Strongly objects to compensation for disturbance, and thinks ten times the amount of the enhancement excessive compensation.
„	Mr. Westmacott	Considers this section unjust and unreasonable, and strongly objects to compensation for disturbance. He would retain the present law, which makes the non-occupancy ryot liable to the enhanced rent demanded if he does not relinquish his holding.
„	Mr. Tute	Objects to the principle of this section as unjust to the landlord.
„	Mr. Glazier	Approves of the grant of compensation on the ejectment of a ryot.
„	Mr. Wace	Thinks clause (*b*) unfair to the landlord, and would make ten times the rental the maximum compensation, leaving it to the Court to grant less at its discretion.
„	Mr. Grant	Approves of this section, as in its absence there would be a flood of notices of enhancement upon tenants-at-will as soon as the Bill passes. Though under existing circumstances, a tenant-at-will has little or no inducement to make improvements, and, therefore, as a rule, makes none, there is no reason, if the law is altered as here proposed, why tenants-at-will in the future should be assumed to be incapable of making improvements. Mr. Grant adds that clause (*b*) has been most unreasonably criticised. Its opponents argue from the erroneous point of view that the Indian agricultural tenant-at-will is one who can be turned out at the mere will or even caprice of the landlord; but this is not the case. If a tenant holds over, after notice of enhancement or notice to quit, he can be proceeded against only for compensation, at a reasonable rate, for use and occupation, and if he pays cannot be turned out.
„	Mr. Towers	Would allow compensation for improvements, although the ryot's improvements will, as a rule, possess little value, but objects to compensation for disturbance. If, however, the latter provision is retained, the Court should be empowered to grant compensation only when the higher rent demanded is grossly unreasonable.
„	Baboo Brajendra Coomar Seal	Thinks the rate of compensation for disturbance high, and that one year's rent at the enhanced rate demanded would suffice.
„	Mr. J. F. Stevens	States that the idea of compensation for disturbance is altogether new to the country, and that the landlord should not be burdened with such a condition.
„	Mr. Garrett	Considers the section distinctly objectionable because it will encourage all sorts of frivolous claims on the part of tenants, and make it difficult and costly for the landlord to get rid of them should he want to do so. If, however, it is retained, he would give the tenant compensation for his dwelling-house alone, and would allow only three times the enhanced rent as compensation for disturbance.
„	Baboo Bhagwan Chunder Chakravarti	Observes that the principles formulated in this chapter are new and quite foreign to the ideas of the people, and that, if the landlord has the right to eject, his power should not be clogged by his being made to pay compensation for enforcing it, while, if he has not the right, no money payment ought to be sufficient to give it to him. He thinks that it would be sufficient to provide that if the tenant falls into arrears, and makes three successive defaults, the landlord may eject him.
„	Baboo Amrita Lal Chatterjee	Considers compensation for improvements fair, but would leave out compensation for disturbance. He adds that some rules should be framed to regulate the enhancement of the rent of ordinary ryots, giving the latter less favourable terms than occupancy ryots, and allowing evictions only when they fail to pay within a limited time the enhanced rent decreed by the Court.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Syed Moazzim Hossein	Remarks that the grounds on which an ordinary ryot may be ejected are so stringent that no landlord can expect to eject a tenant at all. He would never like to pay compensation for improvements or for disturbance.
„	Baboo Nafar Chunder Bhatta	Observes that compensation for improvements may be allowable where a ryot is not bound to make them by the terms of his lease, as a ryot is not *per se* under any obligation to make them. But compensation for disturbance should not be allowed, as disturbance follows from the nature of his tenure which he accepted with full knowledge, and from his own laches. He would also allow compensation for improvement to occupancy ryots, provided they remain subject to eviction, as now, for non-payment of rent.
„	The Indian Association	Think that it would be fairer under clause (*b*) to make the compensation equal to as many times the increment demanded, not exceeding five, as the number of years during which the tenant has been in possession.
„	The Landholders of East Bengal	Consider compensation both for improvements and for disturbance unjust to the landlord.
„	Raja Pramatha Nath Rai Bahadur	Protests strongly against the injustice of this section to the landlords.
„	Baboo Pramatha Bhusan Deb Raya	Says that, if the ryot is entitled to compensation for surrendering against his will, the zemindar should also be entitled to compensation when the ryot relinquishes his holding without the zemindar's consent.
„	Dr. Ram Das Sen	Objects to the changes introduced by this chapter, remarking that a distinction between occupancy and non-occupancy ryots in the matter of rent has never been countenanced by the law of Bengal, and disapproves of compensation for improvement and disturbance, as opposed to the spirit of the land law of the country.
„	Baboo Girindra Nath Mookerjee	Says that, if a landlord be saddled with a compensation when he merely seeks to oust a tenant-at-will for refusal to pay a just demand, no ryot will agree to pay an enhanced rent.
„	Baboo Nafar Chunder Pal Chowdhury	Asks by whom the disturbance is caused when the Court in giving a decree to a landlord for enhancement of rent issues an order for ejectment owing to the refusal of the ryot to pay the enhanced rent. The landlord is not the disturber, as it is the ryot who refuses to pay what is justly due, and the penalty for disturbance cannot, therefore, be equitably imposed upon him.
„	Baboo Gopal Chunder Mookerjee	Considers the rate of compensation too high, and that the ryot has no legitimate claim for compensation, and would omit the clause altogether.
„	Baboo Kalidas Deb	Objects to both clauses of the section and the next.
„	Baboo Girija Prasanna Mukherji	Says that it is now customary to grant the ryot compensation for his homestead, but that this section goes beyond what is just.
„	Baboo Nobin Chandra Ghose	Cannot see what claim the tenant has to compensation.
„	Baboo Raj Mohan Rai Chaudhuri	Considers that clause (*b*) will practically put an end to enhancement and place the landlord at the mercy of his unscrupulous tenant; but he adds that the section will remain a dead letter.
„	Baboo Krishna Chandra Rai Chaudhuri	Regards clause (*b*) as practically a denial of justice to the landlords.
„	Baboos Prasanna Kumar Banerji, Debendra Kumar Rai Chaudhuri, and Chandra Kumar Rai	Object to the section.
Chapter IX.	Mr. J. F. Stevens	Approves of the provisions of this chapter generally. He adds that Rent Suit Munsif has called attention to the hardship to which ignorant ryots are subjected in consequence of *batwara* proceedings, the practical result of which is frequently to enhance their rents where their holdings come within the shares of more than one landlord. Though there is no professed enhancement, each sharer demands something more than his proper proportion of the rent previously paid, and as these demands are separately made, an ignorant ryot is not in a position to contest them. It is only when he has paid them all that he finds that the aggregate exceeds the amount that he used to pay before the *batwara*. The Munsif suggests that the law should require the ameen employed on the *batwara* proceedings

Chaptor, part of chaptor, or section.	Officers.	Opinions.
		to prepare a list showing the proper *jummas* or rents payable by the ryots under the new arrangement. Mr. Stevens agrees that the evil is certainly a serious one, and says that the remedy suggested by the Munsif seems worthy of consideration.
96	Mr. Barlow	Considers that an occupancy ryot ought not to be compelled to take up land added to the area of his holding, and should only be liable to pay additional rent for such land if he wishes to use it.
„	Mr. Larminie	Says that all the Collectors recommend the omission of the words "notwithstanding any contract to the contrary," but he considers that it would not be safe to do so in regard to clause (*b*).
„	Mr. Westmacott	Says that the wording of clause (*a*) might be improved so as to include cases of increase of, or addition to, the areas of holdings.
„	Mr. Towers	Says that alteration of rent on account of excess or diminished area *ascertained by measurement* seems to be left out of the Bill, but sections 18 and 19, Act VIII of 1869, specifies them as grounds of enhancement and abatement.
„	Baboo Brajendra Coomar Seal	Suggests that the principle laid down in sub-section (3) regulating decrease should also regulate increase.
„	The British Indian Association	Contend that even an occupancy ryot is not entitled, under the existing law, to the possession of accretions to his holding. They belong to the proprietor, who has the right of letting them out in any manner he thinks proper. Why, again, the Association ask, should the increased rent for accreted land be payable at the rates payable by occupancy ryots? It is well known that accreted lands are much superior to old lands, and ordinarily bear much higher rents. The proposal to give ryots whose holdings are protected from enhancement a profit of 30 per cent. on the increased rent is, the Association think, equally unjust and unreasonable, and the mode of calculation would necessarily give the ryot, for no reason whatever, an abatement of rent, even as regards the land which would remain in his possession, and much in excess of the amount he would be entitled to by the rule of proportion.
„	The Behar Landholders' Association	Object to the deduction of 30 per cent. in the case of ryots who are tenure-holders.
„	The Indian Association	Suggest provision for enhancement or abatement of rent when the land is found by measurement to be more or less than the quantity let out.
„	The Landholders of East Bengal	Consider it very unfair that a ryot should be allowed to claim all accretions to his holding.
„	The Hon. T. Gibbon	Thinks that to allow ryots to claim accretions to their holdings would lead to litigation. He would merely grant them abatements in case of diluvion, or, if they elect to continue paying the rent, permit them to resume the land on reformation. With regard to tenure-holders he observes that it is necessary to define their rights in alluvion.
„	Lala Ban Bihari Kapur	Observes that there is no reason why landlords and occupancy ryots should be relieved, as proposed in this section, of the obligation of contracts with regard to enhancement or abatement of rent on account of any addition to or subtraction from the area of a holding, and would therefore strike out the words "notwithstanding any contract to the contrary."
	Raja Pramatha Nath Rai Bahadur	Considers it unjust that this section, though permitting the landlord to enhance for lands added since the last measurement does not allow of enhancement in the case of the area having been under stated at such measurement
„	Baboo Girindra Nath Mookerjee	Says that the percentage in sub-section (2) is very high.
„	Baboo Baikunt Nath Sen	Says that some provision should be made for the assessment of excess lands which have not been *added* to a holding by alluvion or otherwise, but which have remained attached to it owing to a mistake in the first measurement, or to encroachment on waste.
97	Lord Ulick Browne	Approves of this section and sections 98 and 99.
„	Mr. Beames	Thinks it very necessary that something should be done, not so much to fix the dates of ryots' kists, as to limit the number of kists. On more than one occasion recently Mr. Beames met with cases in which a zemindar or patnidar had arbitrarily fixed 12 kists in the year, and, in order to harass his ryots, was in the habit of suing them in the Munsif's Court separately for each kist, thus bringing 12 suits in one year against a single ryot. Mr. Beames adds that the Bill should state who is to move the Board to exercise its powers under this Part, as if it waits for either zemindars or ryots to apply to it, it will wait a long time. The initiative should rest with the Collector of the district, who should report through the Commissioner for the Board's orders.

Chapter, part of Bill, or section	Officers.	Opinions.
„	Baboo Har Mohan Sen	Entirely approves of the provisions regarding rent instalments, as they will put a stop to the harassment to which ryots are systematically subjected in some parts, where monthly instalments are customary by being sued every month.
„	Mr. Bradbury	Enquires whether payment of rent at the end of the year is to cease? In the absence of any agreement or custom, the most convenient rule is that the rent should be payable at the close of the year for which it is demandable, as now. Mr. Bradbury would, therefore, leave the parties to settle the number and dates of the instalments, with the restriction that in no case shall the former exceed four. The object of protecting the ryot from frequent demands for fractions of his rent will be amply secured by this restriction without the interference of the Board of Revenue or any third party.
„	Mr. Garrett	Would go further than this section, and make the rent payable in any local area on such dates and in such instalments as the Board of Revenue may appoint, saving only written contracts. It is a very common device, he says, for zemindars to harass their tenants by demanding payment of rent in monthly kists, and in such cases it is very difficult to ascertain what dates are customary, or, in the absence of any writing, what dates were agreed to by the parties.
„	Baboo Brajendra Coomar Seal	Thinks that in the absence of agreement and custom, tenure-holders should be made to pay their rent fifteen days, and ryots one month, before the Government revenue becomes due; and when the tenure or holding forms part of a revenue-free property, fifteen days or one month, as the case may be, before the date when the road-cess on account of such property is payable.
„	The British Indian Association	Say that a simple rule regarding rent instalments is very desirable, but that this and the next section would make matters worse. It is a fact borne out by the Regulations that Government revenue was formerly collected in monthly instalments, subject to a penalty of 25 per cent. for default. By the custom of the country rents are even now collected by monthly instalments, and all leases evidencing the creation of tenures, patni and other, contain stipulations for monthly payments. A reduction of the number of kists would, therefore, be unjust to the zemindars and tenure-holders. The Association consider that the proposal of Mr. Reynolds' Bill to fix only four instalments, the date of each of which was timed just one month before the dates on which the four instalments of Government revenue are payable, would be much the simplest and most acceptable plan.
„	Maharaja Narendra Krishna Bahadur	Would have monthly instalments, or instalments regulated according to the agricultural seasons of each locality.
„	Baboo Girija Prasanna Mukherji	Considers that the instalments of rent should be fixed according to the established custom of each estate.
98	Mr. Monro	Considers that instalments of rent should be payable according either to custom or contract, and that interference, such as is contemplated in this section, is not desired by either ryots or zemindars, and does not appear desirable.
„	Mr. Alexander	Quotes the opinion of the Collector of Backergunge that this section is very necessary. Some Civil Court officers consulted by the Collector are of the same opinion, and further advise that, though the number of instalments may be four, a suit for arrears should not be allowed to be instituted so often, and, indeed, should not be entertained till after the close of the year: thus, if Ashar, Aswin, Pous, and Chait be fixed as the time for instalments, the ryot failing to pay the portion of his rent due for the Ashar kist, or for the Aswin kist, should not be sued immediately in the following month, but after the close of the year. When, however, a decree is given, the interest may be calculated from the very month on which the instalment for rent was due, and such a provision will keep a ryot punctual in paying according to the instalments. Mr. Alexander himself thinks that there should be three instalments annually—two large and one small; thus, taking the rent to be 16 annas, seven annas might be made payable in September-October, as then the ryot has got in his autumn rice and jute; seven annas in January, as then he has got in his winter rice and cold-weather crops generally; and a small instalment of two annas might be made payable in June.
„	Mr. Stevens	Has no objection to more than four instalments, and would only provide that no suit shall be brought against the same tenant and in respect of the same holding within three months of a previous suit. This would prevent the harassment of the tenant by frequent suits.
„	Mr. Wyer	Says that this section is objected to by the zemindars, but that it will, in his opinion, be a most useful one.
„	Mr. Grant	Considers these provisions absolutely necessary, in order to abolish the practice which has during the last few years been adopted by zemindars, especially in his part of the country, of demanding rent in monthly instalments, and suing for each instalment if not paid. This cruel procedure, Mr. Grant says, has been the ruin of

Chapter, part of chapter, or section.	Officers.	Opinions.
		thousands of ryots, as it was deliberately intended to be, and is one of those crying abuses that call for the interference of the Legislature.
,,	Baboo Mahendra Nath Mitter	Considers the provision fixing four as the maximum number of instalments for the payment of a ryot's rent wholesome, as it will prevent much of the harassment and trouble to which ryots are now subjected.
,,	Baboo Bhagwan Chunder Chakravarti	Says that instalments for payment of money rents should be uniform, and should tally with the instalments in which payment is made to superior landlords.
,,	Baboo Nafar Chunder Bhatta	Observes that this will seriously affect existing arrangements, and will be very injurious to the tenure-holders, who are, in many cases, bound by their contracts to pay rent to their lessors by even monthly instalments. If contracts are to be set aside, sections 97 and 98 should, he thinks, be amalgamated into one, and the same rule laid down as to instalments, whether payable by a ryot, sub-ryot, or tenure-holder.
,,	Baboo Pramaa Bhusan Deb Raya	Objects strongly to the reduction of the number of instalments to four, and remarks that it will cause the improvident ryots' ruin, and be seriously detrimental to the landlord also.
,,	Messrs. Tweedie and Oatts	Observe that this section will tell very hard on tenure-holders, many of whom are bound by contract to pay by monthly instalments.
,,	Baboo Baikunt Nath Sen	Makes a similar remark, and adds that the provision should be made prospective, affecting future settlements or engagements only.
100	Mr. Beames	Approves entirely of the section, but recommends that the Board should have power to prescribe a form of receipt, as zemindars, through ignorance or carelessness, will be very apt not to include all the necessary particulars in the receipts which they may give.
,,	Mr. Monro	Also approves of the section, and thinks that it will do much to stop the forgery which prevails to such a lamentable extent in connection with rent receipts.
,,	Mr. Alexander	Agrees with the Dacca zemindars that the details to be specified in the receipt are too numerous, and is of opinion that the forms should be as simple as they possibly can be made. Some simple facts connected with the rent of the holding only should be stated, such as the name of the tenant, the date of payment, the name of the landlord, the amount paid as arrear and current rent, &c.
,,	Mr. Lowis	States that the provisions of this part could under no circumstances be introduced into this district, where a large proportion of the holders of taluks, and even of permanently-settled estates, are illiterate people, who cannot and do not keep accounts properly so-called. Many of the permanently-settled estates are exceedingly small, of an acre or two in extent, and the owners, often women, are really peasants, from whom it is quite hopeless to expect elaborate receipts and statements of account.
,,	Mr. Barlow	Says that the words "or legally constituted agent" ought to be added after the word "landlord" in this section and sections 101 and 102, the zemindar being still held liable for his agent's omissions or irregularities.
,,	Lord Ulick Browne	Approves of this and the following section.
,,	Mr. Halliday	Considers it very necessary that the different classes of receipts should be on different coloured papers, and suggests that it should be declared that receipts in full, which are known as 'farkhatti,' should be on paper of a particular colour, receipts in part being on paper of a different colour. This expedient would enable any man, however illiterate, to understand at once whether his receipt was in full or in part, and it would remove a great deal of the friction which now exists, and would do much to induce the ryots to pay their rents. To facilitate the use of such receipts, the forms might be sold at Government treasuries at cost price.
,,	Mr. Westmacott	Says that the name of the person paying the rent should be added to the receipt.
,,	Mr. Wace	Thinks the double penalty in clause 4 and section 102 (1) too severe on the landlords, whose servants are often careless. He would either omit the fine in section 102, or provide for the deduction from it of any penalty levied under the present section.
,,	Baboo Tarak Nath Mullick	Sees no objection to the penalty in section 102 (1).
,,	Mr. Grant	Highly approves of the section; but in order to make it really effective, thinks that the forms of receipt in foil and counterfoil should be supplied by Government at cost price, or even given away to the landlords. Landlords should at least not be allowed to use a form which has not been presented to the Collector and approved by him, a specimen being preserved for future reference.
,,	Baboo Brajendra Coomar Seal	Observes that it will be useful to have the acknowledgment of the recipient on the counterfoil, when that is practicable.
,,	Mr. Meres	Observes that the provisions for giving receipts and accounts would be excellent if they applied only to large zemindaries or Government estates, but that it seems hopeless to expect that they will be adhered to by petty tenureholders or ryots

Chapter, part of chapter or section.	Officers.	Opinions.
		who sub-let, whatever the penalty might be for breach of them. He points out that there are very few zemindaries which are not sub-let in farm or in patni, while these, again, are sub-let, and so on, until the person who actually gets in the ryots' rent is often little higher than a ryot or petty farmer himself. Mr. Meres thinks that it would be enough to provide that the receipt shall show the date of payment, amount, names of the payer and the payee, the holding and the year for which the payment is made; and as an incentive to honest dealing it should be at the discretion of the Court to deduct double the amount of any payment which the tenant proved he had made, and for which credit had not been given in the plaint.
"	Mr. J. F. Stevens	Considers that these provisions are much needed, and will have a most beneficial effect. It is, however, very important that there should be some security provided against the substitution of forged receipts and counterparts, and Mr. Stevens would make the use of printed or lithographed cheque-books compulsory, and, in addition to the particulars specified in section 100, would have each receipt and counterpart serially numbered. A similar provision would be useful in respect of the statement of account prescribed by section 101. It would be still better, he thinks, if it could be provided that only cheque-books supplied by Government should be used. Such books might be kept on sale at the District and Sub-divisional Revenue Offices, as forms of application for copies are.
"	Mr. Brett	Is glad to see these provisions, and remarks that no one who knows the loose jummabandi papers and scraps of receipts which come up to be "duly attested" can help wishing for a reform.
"	Mr. Towers	Thinks the proposed form admirable, and would specially insist on the insertion of the amount of rent (clause *f*).
"	Syed Moazzim Hossein	Approves of the provisions of this and the two following sections regarding receipts and accounts, but suggests that a fee be paid to the landlord for giving a statement of account, as he may have to entertain an additional establishment, and will be liable to a penalty for non-compliance with the ryot's demand.
"	Baboo Mahendra Nath Mitter	Says that the provisions for giving receipts and accounts to tenants in this and the two following sections will prove beneficial to both parties.
"	Baboo Bhagwan Chunder Chakravarti	Observes that these sections, however correct in principle, would in practice work hard on petty-landowners, most of whom are ignorant men and women, who cannot possibly keep accounts and give receipts in the prescribed forms.
"	The British Indian Association	Object to item (*f*), because it is never entered in receipts, would cause useless loss of time to the landlord's agent, and is altogether unnecessary. The amount of rent and the amount of arrears would be shown in the annual account, and it need not, therefore, be repeated every time that the rent is paid. If any change be at all desirable, the Association would suggest that the *hatchita* system be introduced for the purpose of evidencing payments of rents. The Association would also omit item (*g*), considering that a zemindar should unquestionably have the right of crediting payments of rent to the account of arrears, if there be any, and that the ryot should have no right to demand that they should be credited to a particular year and instalment, if the rent of previous years be in arrears. This, they say, is a long-established practice. As to the form of receipt, the Association consider that the zemindars may fairly claim that the receipt they give to the ryot should be similar to the receipt granted to them by Collectors on the payment of revenue. The form should be simple, and it should not contain more than is absolutely necessary, in view of the heavy and most unreasonable penalty which sub-section 4 imposes in respect of defective receipts.
"	The Behar Landholders' Association	Consider the form of receipt very objectionable, and sub-section 4 indefensible, as it would be very difficult in the large estates to give receipts with all the particulars prescribed at the time of collection. The penalty for a mistake or omission by the zemindar's servant also appears to them excessive.
"	The Landholders of East Bengal	*See* Mr. Alexander's remarks.
"	Lala Ban Behari Kapur	Would amend sub-section (4) thus:—If the receipt does not contain substantially the above particulars, the Court may presume that all demands up to date have been satisfied.
"	The Hon. T. Gibbon.	Would add "from his duly authorized agent" to this section, and says that instead of a "counterpart" the landlord should be required to keep a "counterfoil" of the receipt, as the former would have no value as evidence. He also suggests that the landlord be authorized to tender receipts and accounts to his ryots through the Courts, and, further, that it shall be provided that a landlord or ryot may prosecute any person found collecting rents without authority.

Chapter, part of chapter, or section.	Officers.	Opinions.
,,	Baboo Girindra Nath Mookerjee	Says that it is desirable to add the words "the quantity and quality of the lands comprised in the holding" to clause (*d*).
,,	Dr. Ram Das Sen	Says that this section and sections 101 and 102 will greatly increase the cost of collection, and that the preparation of a full statement at the close of the year will be found impracticable in many cases. He suggests also that the expression "close of the year" should be clearly defined.
101	Mr. Monro	Considers that the ryot is not entitled to have a statement of account without paying a fee for it, as the statement is entirely unusual, and in a large zemindari will involve very considerable expense on the landlord in the way of keeping up clerical establishments. The rent receipt being sufficient protection to the ryot, he should pay if he wishes to have a further safeguard.
,,	Mr. Beames	Objects to this provision, the statement not being, as a general rule, required by ryots. Those who desire to be on good terms with their landlords, Mr. Beames says, are careful to avoid asking for any information; and if a ryot asks for information about the state of his account, it is generally assumed that he means litigation, the zemindar prepares himself accordingly, and bad blood is caused. It would be far better to provide that zemindars shall *keep* a register containing all the particulars laid down in the section, and that, if a ryot at any time wants a statement, which might happen once or twice in his lifetime, the zemindar should be bound to give it; and that if he did not, the ryot could apply to the Collector or the Civil Court to compel him to do so.
,,	Mr. Halliday	Suggests that sub-section (2) should be omitted, and, as a necessary consequence, the words "or statement" in section 102(3), there being no necessity why the landlord should be compelled to keep such a counterpart, as the ryot is protected by having the statement itself.
,,	Mr. Samuells	Considers the provisions of this chapter very wise, especially as regards receipts, but that section 101 is scarcely practicable when a zemindar has thousands of ryots.
,,	Mr. Westmacott	Asks how this provision would apply to the case of a number of co-parceners.
,,	Mr. Mosley	Says that the section will throw on zemindars so heavy a burden that it is doubtful whether it will be complied with. The register, or something like it, though more simple, should be kept; but to furnish each ryot with a copy would entail enormous labour and much extra expense, which, if the receipts are properly given, seems hardly necessary.
,,	Mr. Grant	Is somewhat doubtful as to this section; but it is after all only an amplification of the *akhiri* or *farkati-dakhila*, which many zemindars have been long in the habit of giving.
,,	Mr. Towers	Would omit this section as tending to unnecessary trouble and complication. If the ryot gets the receipt specified in section 100, he cannot want anything more. The section, he thinks, would operate as a real hardship on zemindars, with no corresponding advantage to the ryot.
,,	The British Indian Association	Would allow the landlord's agent, as proposed by the Rent Commission, a fee of annas 4 or 8 for granting the account. They are, however, of opinion that item (*f*) should be omitted for the reason stated against the preceding section.
,,	The Behar Landholders' Association	Say that the granting of the statement at the end of the year is quite impracticable.
,,	Baboos Girindra Nath Mookerjee, Pramatha Bhusan Deb Raya, and Baikunt Nath Sen	Think that the landlord should be allowed a small fee for each statement furnished.
,,	Baboos Rajmohan Rai Chaudhuri and Krishna Chandra Rai Chaudhuri	Think that it will be very difficult for the landlord to comply with this section, and that the penalty in the next section would be too severe, especially on the small proprietors.
,,	Baboo Chandra Kumar Rai	Thinks this section an improvement, but as the preparations of the accounts will cause expense, he considers that a fee should be paid by the tenant, and that he should give a receipt for the account. He would also allow six months' time for the giving of the account.
,,	Baboo Nobin Chandra Ghose	Also thinks that the tenant should pay for the account.
102	Mr. Halliday	Points out that it is not provided by what Court the fine is to be imposed.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Mr. Stevens	Thinks that there should be a penalty for giving a false account.
„	Mr. Bradbury	Asks whether the fines leviable under the Act are to be recovered in the Criminal Courts.
„	Mr. Towers	Thinks that the punishment for refusal to grant a receipt should be much more severe, and would make such refusal punishable with a fine extending to, say, Rs. 500, out of which the ryot should be reimbursed the full costs of the suit, besides a penalty. The rents are in the vast majority of cases so small (six millions of the tenantry, out of ten having been estimated to pay less than Rs. 5 yearly) that the ryot would not usually care to proceed against his landlord for a penalty of only twice the rent paid.
„	Baboo Brajendra Kumar Seal	Would omit sub-section (3), and substitute in its place a rule like the following :— If in a suit for rent the landlord fails to produce with his plaint the counterfoils of the previous three years, the plaint shall be rejected. He thinks also that it would be well if the Bill made it clear that receipts for rent can be granted by the landlord's authorized agents.
„	The Behar Landholders' Association	Observe that this section provides two penalties for one and the same offence.
„	The Hon. T. Gibbon	Would make the ryot claim a receipt within one month, and not allow him six months.
„	Dr. Ram Das Sen	Asks, if gomastas and naibs neglect or refuse to do what is needed, who is to pay the penalty in sub-section (3).
103	Mr. Beames	Objects to the wording of clause (*a*), and would preserve the provision of the present law, which requires that the ryot should first tender his rent. The wording of the remaining sections of part D seems, Mr. Beames says, to be intended to authorize Collectors to receive deposits; but he is of opinion that, if the suits lie in the Munsif's Courts, the deposit should be made there also to avoid delay and correspondence in ascertaining whether the money is really in deposit or not.
„	Mr. Monro	Considers these provisions unobjectionable, except that the ryot should be required first to tender his rent.
„	Mr. Alexander	Is also of opinion that there should be previous tender by the ryot.
„	Mr. Halliday	Concurring with Mr. Henry against the majority of the district officers, who would leave the section as it stands, thinks that previous tender should be insisted on. He points out that, in case of disagreement between a large zemindar and his tenants, the latter might cause great trouble to their landlord by refusing to pay him their rents direct and depositing them regularly in Court, and that under the best arrangements for paying out the deposits the adoption of such a device by the ryots must cause both trouble and expense to the smaller landlords, who are not permanently represented at the public offices by muktears or agents, as well as additional clerical labour on the officials. Mr. Halliday suggests that if the provisions of the Bill are carried into law, special rules should be passed to simplify the withdrawal of deposits.
„	Mr. Grant	Considers these provisions necessary, especially in the cases falling within clauses (*b*) and (*c*). He himself believes that (*a*) has been the greatest boon that has been conferred on the ryot since the passing of Act X, although it has been hitherto unnecessarily clogged with the condition of proof of tender, such condition being a mere premium on perjury.
„	Mr. Bradbury	Says that, as a Revenue officer is clearly intended by this section (*vide* section 106), this should be expressed.
„	Mr. Garrett	Feels very doubtful whether it is advisable to introduce a clause like (*c*) into a Rent Act. It will be very difficult to ascertain whether the ryots' doubts are *bonâ fide*; and, as suitors in this country are always on the look out for opportunities for tentative litigation, the ryots will be induced by one or other of the claimants, whenever there are disputes going on between different persons claiming as landlords, to make deposits solely with the object of getting, if possible, a decision which will force the opposite side to go into Court as plaintiff. If it be thought necessary to give the ryot this protection, it would be better, Mr. Garrett thinks, to allow him to make such a deposit simply stating the names of the claimants, who should then be called on to interplead one another; and the deposit should have the effect of dismissing the ryot from the suit and protecting him against any further liability up to the amount deposited. In such a case zemindars would have little temptation to instigate ryots to make tentative deposits.
„	Baboo Brajendra Coomar Seal	Recommends provision for payment of rent by post-office money-orders, observing that if a column be added in the money-order form, to show on what account the money-order is being sent, it would admirably suit the convenience of the ryots without causing any inconvenience to the landlord.
„	Mr. Myres	Thinks the rules for the deposit of rent a satisfactory improvement upon the existing ones.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Mr. J. F. Stevens	Assumes, from section 106, that the "officer" mentioned in this section will be a Revenue officer, and therefore suggests that the word "Revenue" be used here. Considering the difficulty which an officer would feel in using his discretion as to receiving deposits where the number of applications is large, he believes that it would be better that all deposits tendered should be received, this being practically what would be done in any case. The present practice of requiring a declaration on solemn affirmation of previous tender is, Mr. Stevens adds, quite useless, and the declaration has come to be a mere matter of form, if, indeed, it was ever anything else.
„	Baboo Mahendra Nath Mitter	Says that clauses (*b*) and (*c*) of this section are certainly good additions to the present law, but that clause (*a*) will become a source of great annoyance to the landlord. He also considers that there should be a tender and refusal before deposit in Court, for tenants will otherwise refuse to go to the landlord, and the latter will be put to much trouble and expense to draw the deposits from the Court.
„	Baboo Bhagwan Chunder Chakravarti	Says that the provisions of this and the following sections, enabling the ryots to deposit rent without previous tender to the landlord will tend to make them recusant.
„	Syed Moazzim Hossein	Thinks that the old rule of tender to the landlord should be retained.
„	Baboo Nafar Chunder Bhatta	Considers that the sanction of verification should not be taken away, and that ground (*a*) is too broad and indefinite.
„	Baboo Amrita Lal Chatterjee	Suggests that the provisions of this Part be made applicable to the ground-rents of hamlets (or bustees) and shops, as he knows from experience as a Small Cause Court Judge that the tenants of such lands lie under a great disadvantage in having no law permitting them to deposit their rents.
„	The British Indian Association	Strongly object to these provisions, remarking that they would turn the Collector's office into the landlord's cutcherry, invest the Collector with power to adjudicate on questions of title, and frequently compel the landlord to bring suits against rivals whom the ryots may choose to support. This, they observe, is so opposed to all recognised principles of law, and so dangerous in its effects, that in providing for interpleader suits by stake-holders the Code of Civil Procedure (section 474) has expressly excluded tenants from the category of persons who, as stake-holders, may compel rival claimants to interplead in a suit in Court. The Association consider the present law as good as a law can be, and that, if a time be fixed within which notice of deposit should be served on the landholder, or if a provision be made for the transmission of the money by a postal money-order to the landlord, all the improvement that it needs will have been made.
„	The Behar Landholders' Association	Object to this section because it makes the ryots the arbiters of all disputes regarding proprietary possession, and practically places the landlords at their mercy. The ryots should, they consider, be bound to pay rent to the party actually in possession.
„	The Indian Association	Suggest that when the tenant tenders the whole or any instalment of his rent, the zemindar should be bound to accept it, and, if he refuses, the ryot may deposit it in Court.
„	The Landholders of East Bengal	Consider the words "has reason to believe" in clause (*a*) too vague, and that under clauses (*b*) and (*c*) the tenant should be required to state the names of the persons who, he has reason to believe, are entitled to the rent, and that a notice should then be served in zemindari cutcherry or some conspicuous place on the estate.
„	Raja Pramatha Nath Rai Bahadoor	Begs that the present law of tender be maintained.
„	Lala Ban Behari Kapur	Would preserve the present law of tender before deposit. He would also add "after reasonable attempt" after "tenant."
„	The Hon. T. Gibbon	Would empower the Collector to call upon a ryot making a deposit under clause (*c*) to show from whom he received the land, or under what lease or right he pays the rent, or is in possession.
„	Baboo Girindra Nath Mookerjee	Says with reference to clause (*a*) that mere belief should not suffice, and that a notice of intended deposit should be served on the landlord.
„	Baboo Baikunt Nath Sen	Considers that the same clause allows too much latitude to the ryot, and says that the application ought to be verified.
„	Dr. Ram Das Sen	Says that provision should be made for the system of rent payment partly by money and partly in kind, which is now customary in some parts of Bengal; and also observes that, where tenants combine against landlords, clause (*a*) will add strength to such combination.
„	Baboo Chandra Kumar Rai	Considers the words "has reason to believe" too elastic, and prefers the old rule of tender. He suggests that provision should be made for affixing a notice of the deposit on the *tahsil* cutcherry or wherever the rent is paid, and on a conspicuous

Chapter, part, chapter or section	Officers.	Opinions.
		place on the property, in order that every shareholder may learn of the deposit.
104	Mr. Bradbury	Asks how the Revenue officer is to satisfy himself that the applicant is entitled under section 130, to make the deposit,—after taking evidence or otherwise? He himself thinks that the mere application would be ordinarily sufficient to justify the receipt of the deposit, the tenant making it being responsible for any illegality or irregularity.
,,	Baboo Gopal Chunder Mookerjee	Says that in sub-section (1) the decision of the question should be left to the Civil Court.
105	The British Indian Association	Think the provision for the service of notice on the landlord anything but satisfactory, especially in the case of the poorer landlords who have no agents at the Collector's office.
,,	The Indian Association	Say that under sub-section (2) notice should be given to all persons whom the tenant declares to be the persons on whose behalf rent was demanded from him.
106	Mr. Barlow	Recommends that applications for payment of deposits should be exempted from stamp duty.
,, (1)	Baboo Brajendra Coomar Seal	Thinks that, when the deposit is made under clause (*c*) of section 103, the parties should invariably be referred to a suit before payment is made.
,,	The British Indian Association	Object to this provision since it empowers the Revenue officer to pay the amount to any person he thinks entitled to receive it, and the party aggrieved can then only recover it by a regular suit.
107	Mr. Wace	Would expunge this section, and allow the deposits to lapse to Government. This would have the effect of checking too great a rush to the Revenue officers for the purpose of making deposits, and also provide the Government with a fund for larger establishments. The money deposited by the ryots being due to others the ryots could not rightly claim to have it refunded to them.
,,	The Landholders of East Bengal	Would reduce the period of three years to six months.
108	Mr. Larminie	Says that the Collectors propose to limit the rate of interest to a maximum of 12 per cent. by omitting the words "unless otherwise provided by a written contract between the parties," but he does not think that any such attempt to fix a maximum rate of interest is ever successful. He would not, however, allow compound interest.
,,	Mr. Meres	Says that it would be well to state more plainly that the Court is not bound to award 12 per cent. interest in all cases of arrears, as the words "liable to," although plain enough, are commonly misunderstood.
,,	Baboo Brajendra Coomar Seal	Recommends, as regards the rate of interest, that some discretion should be left to the Court to meet exceptional cases. It would be very hard, for example, to decree interest at 12 per cent. in years of famine.
,,	Lala Ban Behari Kapur	Would substitute for "be liable to interest, &c.," the words "bear interest, &c."
109	Lord Ulick Browne	Thinks that in cases of combination not to pay rents at the admitted rates of previous years, the Court should be required to award 25 per cent. damages in addition to 12 per cent. interest.
	Mr. Wace	Would allow the landlord interest as well as damages, and add to the proviso the words "on such damages."
,,	Baboo Nafar Chundra Bhatta	Objects to damages being awarded without, and practically in lieu of, interest, as they will not have the effect of a punishment. The counter-provision for awarding damages against the landlord-plaintiff for vexatious suits is, he points out, not a substitute for interest, but intended purely as a deterrent.
110	Baboo Girindra Nath Mookerjee	Considering the strong predilections of Civil Courts in favour of ryots, thinks this section dangerous.
,,	Lala Ban Behari Kapur	Would give a similar power to award damages to landlords where an intentionally false and frivolous defence is set up.
,,	Baboos Rajmohan Rai Chaudhuri and Krishna Chandra Rai Chaudhuri	Suggest, instead of damages to the extent of 25 per cent., which seems hard, that compensation be granted to the ryot commensurate with his loss of time and trouble.
111	Mr. Bradbury	Asks what is a non-transferable holding. That of an ordinary ryot is apparently meant, but would this section apply if such a ryot holds under a lease susceptible of assignment?
,,	Mr. J. F. Stevens	Remarks, with reference to sub-section (2), that it has been held, in connection with the corresponding provision of Act X of 1859, that the period of grace may be extended at the discretion of either the Court of first instance or the Appellate Court, and suggests that the question should be definitely settled.
112	Mr. Halliday	Strongly approves of this section.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Mr. Samuells	Would make the Civil Court the arbiter, and not the Collector under this and the five following sections.
„	Mr. Meres	Thinks the procedure laid down in this Part too slow, and suggests that it would be better if either party who thinks himself hampered in getting his share were allowed to apply to the Collector, who will serve a notice to the other party to attend and assist in the division within a specified time, at the expiration of which the complainant should be at liberty to remove the crop.
„	Baboo Brajendra Coomar Seal	Would substitute "Civil Court" for "Collector."
113	Mr. Halliday	Observes that a difficulty will arise when there are a number of rival claimants to the title of the landlord, or when the landlords consist of a number of shareholders disputing amongst themselves as to the amount of their shares; and suggests that the Collector should be authorized to act also on the application of the Magistrate or the Sub-divisional Officer when a breach of the peace is apprehended.
114	Mr. Barlow	Remarks that there is no reason why a division of produce should be liable to be questioned in the Civil Court any more than an estimate or appraisement of a crop, and would make the orders of the Collector final in both cases, as otherwise it will be inexpedient to confer any jurisdiction at all on him.
„	Mr. Westmacott	Says that it would be enough if Collectors had powers of revision.
„ (2)	Baboo Brajendra Coomar Seal	Considers that the whole matter ought to be at once disposed of by the Civil Court.
116	Mr. Halliday	Suggests that provision should be made for the use of the certificate procedure in the case of the ryot.
117	„	States that Messrs. Boxwell and Quinn approve of this section as it stands, and consider the provision essential to check existing abuses; but that they would not object to the importation of a corresponding penalty on a ryot who removes his crop without giving the landlord the opportunity of having an appraisement or division made. Messrs. Norman and Grierson, on the other hand, would not retain the section at all without such a penalty on the ryot. Mr. Halliday himself is strongly opposed to the section, and considers that it might prove very harsh in many cases, as the landlord is given no means of protecting his interest in *bhaoli* should the tenant be dishonest. The Bill affords a certain and speedy remedy to both parties in the case of any dispute regarding the crop, and the landlord should be allowed just as much opportunity of securing the safety of his interest in the crop, without being liable to a criminal prosecution, as the ryot is allowed in securing his. The very essence of the *bhaoli* tenure, as expressed in the vernacular word used for it "*ajaur battai*," or *watching* and *sharing*, is, Mr. Halliday observes, that *each party may keep a watch over the field to prevent fraudulent removal of the crop*, but by the present section the landlord will be precluded from the right even to *watch* the crop through his servants, and an immemorial custom will thus be needlessly interfered with. Mr. Halliday objects also to the provision of penalties for both landlord and ryot, as this would open a door for endless false charges and criminal prosecutions.
„	The British Indian Association	Object to this section, and observe that, if it is allowed to stand, the ryot will cut and carry away the crop.
„	Dr. Ram Das Sen	Says that, when the landlord is entitled to a share of the crop, it would be inequitable to hold him guilty of this offence. There may be cases, he points out, in which no time will be left to proceed under section 112, while it is necessary that the crop should be cut and stored by the landlord.
118	Mr. Halliday	Objects to this provision, as there will be no check on the filing of false papers. The papers themselves, will, he observes, be as useless as patwari papers, the filing of which has now been countermanded, and they might necessitate additional establishment as well as additional space in collectorate offices.
„	Mr. Stevens	Doubts whether the depositing of the papers will be practicable, but suggests that Sub-divisional Officers should receive them as well as Collectors, in order that the landlords may not have to send long distances.
„	The Behar Landholders' Association	Say that the zemindar can have no possible objection to depositing the danabandi papers in the Collector's office, but that they will have to undergo a good deal of trouble, not only in coming from the mofussil, but also in dancing attendance at the office.
„	Mr. Gibbon	Thinks that some limit should be put to the expense to which landlords and tenants may be subjected under this Part.
119	Mr. Beames	Is opposed to any definite proportion of the ryot's produce being fixed as rent being of opinion that the rate of rent should be left to mutual consent and local custom At any rate, if such a rule is introduced, he suggests that it should not be made retrospective.

Chapter, part chapter or section	Officers.	Opinions.
,,	Mr. Alexander	Agrees with Mr. Dutt that the limit fixed in this section will not affect the zemindars, but only the class of lazy superior ryots, fast drifting into the status of middlemen who sub-let their lands and try to exact a high rent from the actual cultivators in order to obtain a large margin of profit for themselves after paying their landlords. Five-sixteenths of the annual value of the estimated gross produce would, he adds, represent about four times the amount of rent now paid by ryots, and should, therefore, be sufficient.
,,	Lord Ulick Browne.	Objects to the limit here fixed on the rent of an ordinary ryot.
,,	Mr. Halliday	Remarks that the limit prescribed by this section is not fair and equitable in the case of special and valuable crops, such as indigo, tobacco, or sugarcane, which would not fall under the category of staple crops. Some of the Collectors, however, do not think that the section requires alteration.
,,	Mr. Mosley	Objects to this section (as to others fixing proportions of the estimated value of the gross produce of staple crops as the limit of rent); but remarks that it is difficult to say anything positively, until it is known what crops are to be considered staple. If, for instance, the creeper producing the pân leaf be not a staple crop, a most profitable crop might be grown, and the zemindar gain next to nothing, for where the pân plant grows, rice or corn would produce next to nothing.
,,	Mr. Westmacott	Observes that the limitation of the rent to $\frac{5}{16}$ths will in practice be evaded.
,,	Mr. Stevens	Makes a similar remark.
,,	Baboo Tarak Nath Mullick	Thinks this limit and the restriction on enhancement of the ordinary ryot's rent unfair to the landlord.
,,	Mr. Wyer	Observes that this section removes the difference between occupancy and ordinary ryots, and considers that separate rent limits should be fixed for each class.
,,	Mr. Glazier	Would fix the limit of rent in the case of ordinary ryots at one-fourth to one-fifth, according to the discretion of the officer disposing of the case. *See* his remarks on section 59.
,,	Mr. Grant	Thinks this section rather obscurely worded, as it may be held to operate retrospectively, in which case there will be a perfect invasion of the Courts by ryots to have their rents readjusted. As regards occupancy ryots, the words "and not otherwise" of section 79 will stop them, but the position of other ryots is not clear.
,,	Baboo Nafar Chandra Bhatta	Observes that this section seems to do away with the *burga* or *adhibhag* system, but that, if this is not intended, the system should be expressly preserved as being merely a labour contract.
,,	The British Indian Association	Object to the limit of $\frac{5}{16}$ths, and observe that, as a matter of fact, a much larger ratio is paid, not only by individual ryots, but by whole communities of occupancy ryots in several districts. They add that the limit, moreover, militates against the express views of the Secretary of State, who has stated that a landholder should have the power of letting land which comes into his possession "at any rent he may obtain," and that while it restricts the right of the occupancy ryot as regards his under-tenant, leaves the under-tenant of the second degree entirely at the mercy of his superior tenant.
,,	The Behar Landholders' Association	Object to the limit as in some cases Government revenue alone represents something like $\frac{6}{16}$ths of the produce.
,,	The Indian Association	Support this section, but think that one-fourth would be a better proportion than $\frac{5}{16}$ths.
,,	The Landholders of East Bengal	Would substitute one-half for five-sixteenths.
,,	Mr. Gibbon	Would not apply this section to under-ryots.
,,	Raja Pramatha Nath Rai Bahadur	Terms this section most unjust to the landlords.
,,	Lala Ban Behari Kapur	Objects to any limit being fixed.
,,	Dr. Ram Das Sen	Considers it arbitrary and impolitic to fix the rent payable by under-ryots and non-occupancy ryots at $\frac{6}{16}$ths, and says that this provision will be a dead letter.
121	The Behar Landholders' Association	Consider the power given to the Revenue officer objectionable, and say that the same remark applies here as to section 20. The Collector will override private contracts, not, as in other sections of the Bill, for the protection of an ignorant ryot, but for the protection of the Government revenue as affected by a contract which is undoubtedly advantageous to the ryot.
122 (2)	Mr. Bradbury	Enquires where the manner of publishing the notice is prescribed, what will be sufficient notice, and how it is to be published and proved?
123	Mr. Westmacott	Considers that very grave injustice would be done to zemindars by this section, and that, though it might be beneficial in Behar, it would be positively mischievous in

Chapter, part of chapter, or section.	Officers.	Opinions.
		Bengal. He would not interfere with cesses which ryots now willingly pay, observing that, if the law prohibits a cess that has always been considered and been accepted by ryots as a substitute for enhancement of rent, or as rent for excess land, the zemindar will resort to measurement, very much to the dissatisfaction of the ryot, and cultivation would thus be interrupted, and agrarian riots probably ensue. Again, the ryots do not, Mr. Westmacott believes, everywhere object to pay cesses levied by landlords in connection with marriages in their family or to reinforce their fleet of elephants, or the universal tax of the *tahrir* demanded for the amla and peons. These and other voluntary cesses he would not, therefore, interfere with, and he would put down only arbitrary cesses, such as those levied in markets, for which the zemindars received compensation on the abolition of the *sayer* duties.
,,	Mr. Newbery	Would specify the fee "*khurrutcha*" (*khurcha* ?) in this section.
,,	The British Indian Association	Ask that *abwab* should be clearly defined, and that it should not include such sums as the landlords receive for granting permission to make excavations, to manufacture bricks, to hew trees, to excavate fish-ponds, &c., which are not impositions, but compensatory charges paid on account of the depreciation of the property caused by the operations permitted to the ryots. They add that abwabs which are imposed merely for the adjustment of the rent in consequence of the increased value of the produce are also not so objectionable as is generally supposed; and further observe that there appears to be a misconception as regards *mahthuts*, these cesses not being levied by the zemindar, but by the ryots themselves, as a village fund to meet expenses in connection with punchayets, poojahs, &c.
,,	Maharaja Narendra Krishna Bahadur	Says that the section properly puts a check on the levy of *abwabs* or cesses, but that it should be considered whether cesses levied on excavations of land, brick-making, cutting trees, &c., are not legitimate. He also instances a cess paid by tenants in lieu of enhancement, in order that their rent may not be varied, as one which might be allowed.
125	Mr. D'Oyly	Says that this section is admirable so far as it goes, but that it will not protect the zemindar's claim if the tenant's right be sold for less than the amount of the arrear, and suggests that the transferee should be made liable for any balance.
,,	Mr. Towers	Remarks that there is no provision in the Bill corresponding to sections 57, 61 64, and 65 of Act VIII of 1869, and that it should be distinctly laid down whether, in the case of arrears of a tenure, the landlord's remedy is to be confined solely to the sale of the tenure, or whether he can also proceed against other property belonging to his debtor; and if so, whether before or after the sale of the tenure. A recent important ruling of the High Court, I.L.R., VII, Calcutta, 748, he states, interprets the law differently from the way in which it had been previously understood, and the Bill should, therefore, authoritatively expound the law on the subject.
,,	Mr. J. F. Stevens	Considers this section very fair, but thinks that provision should be made for the service of a notice of the sale on the landlord.
,,	Mr. Bradbury	Enquires whether, if the landlord holds no decree, and the amount in arrear is disputed, or there is collusion between the landlord and the tenant, the Court will have authority to refer the landlord to a suit in lieu of enforcing the charge to the detriment of another creditor ?
,,	The Behar Landholders' Association	Say that if occupancy holdings be made transferable by sale, they should be declared hypothecated like permanent tenures under the present law for the rent payable in respect of them, instead of the rent being made a first charge on them. The effect of the proposed change in the law would, they believe, be that the landlord will be reduced to the position of a first mortgagee, and that by reason of a legal recognition of other charges on the tenures, very inadequate prices would be received at the sales, much to the loss of all parties concerned, and ultimately of the landlords.
,,	Lala Ban Behari Kapur	Suggests that provision be made for service of a notice of the sale on the landlord.
,,	Mr. Tweedie	Says that in this case the Court should serve a notice upon the landlord, intimating that a sale for a money decree has taken place, to enable the landlord to claim the arrears due to him.
,,	Baboo Gopal Chunder Mookerjee	Says, with reference to sub-section (2), that if the tenure is sold subject to this charge, the rent ought to be realized from the tenure in the hands of the purchaser; and enquires whether, if the sale proceeds fall short, the tenure will be held liable for the balance.
126	Mr. Beames	Says that, instead of ruling, as is done at the close of clause (2), that no work shall be deemed to be an improvement which diminishes the value of any other part of the estate, it would be fairer to say that it shall not be deemed an improvement if it diminishes the value of any other part of the estate to a greater degree than it improves the part worked upon. The estate in this respect being regarded as an unit, an improvement on one part expressed by fifty, which diminished the value of another part to an extent expressed by twenty-five, would still be an improvement, on the whole, as regards the estate at large.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Mr. Monro	Remarks that the assumption of this chapter, that every ryot with a holding desires to improve it, is entirely opposed to experience, and that any improvements hitherto carried out have been the work of the zemindar. These provisions will most certainly lead to landlords declining to undertake or give any assistance to villagers in undertaking improvements, and as a result no improvements will be carried out. If, however, they are retained, Mr. Monro thinks that even the occupancy ryot should not be given any right to make improvements for which at some time the landlord may be called upon to pay compensation, unless such improvements have been sanctioned by the landlord, and that it might be left open to the tenant to compel such consent, if, after application made, the landlord refuse to allow any reasonable improvement to be undertaken. Tenants-at-will, however, should not be allowed to make improvements without the landlord's consent.
„	Mr. I. F. Stevens	Approves of this Part.
„ (2)	Mr. Westmacott	Says that in waste lands it is very just that the reclaiming ryot should be allowed to erect a dwelling-house, but that in settled estates this is of doubtful justice, as in the case of increasing co-sharers the extension of homesteads will interfere with the power of the holding to pay its rent; and if, besides, the holding adjoins a growing bazar, the ryots would obtain an unfair advantage.
„	Mr. Mosley	Says that it would be well to have some mode of deciding the question which might arise as to whether certain works are improvements, and that, when the zemindar or ryot wishes to do a work, the other side should, by an express provision, have the power of putting him to the proof as to whether the work is an improvement or not. There would otherwise, he thinks, be a possibility of land being permanently injured to the loss of one side or the other.
„	Mr. Wace	Assumes that this clause is not exhaustive, and that it does not exclude such improvements as the planting of trees, bamboos, &c.
„	Baboo Tarak Nath Mullick	Sees nothing objectionable in this and the following sections of Part A.
„	Mr. J. F. Stevens	Approves of all the provisions of this chapter.
„	Mr. Grant	Approves of the definition of improvements here given, but sees no reason whatever for making the case of the "ordinary" ryot different from, or rather the converse of, that of the occupancy ryot, and would place him on exactly the same footing with regard to all improvements, and not house-building alone. Remarks that hitherto landlords have made no improvements, because they do not understand their true interests, and ryots because they know that their improvements would be seized upon by the landlord as a reason for enhancement; but the provisions of the Bill will now relieve occupancy ryots of this fear, and he thinks that they should certainly do the same for the non-occupancy ryots who stand in greater need of encouragement and support in this matter.
„	Baboo Mahendra Nath Mitter	Considers this Part quite unnecessary, and that it will only introduce complications into the relations between landlords and tenants, and cause much harassment and litigation.
„	Dr. Ram Das Sen	Considers it wrong to include dwelling-houses in the definition of improvements, and would only allow ryots to make improvements under contract with their landlords.
„	The Behar Landholders' Association	Remark that these provisions regarding agricultural improvements by ryots will materially discourage the execution of works of improvement, such as embankments, water channels, reservoirs, wells, &c., by landlords, who alone have hitherto carried them out, and have the ability to do so. The determination of what is an improvement in each case, and the amount of compensation to be awarded, will, they believe, lead to bitter and harassing litigation. The Association also argue, from the following illustration, that sub-section (3) will work unfairly. Suppose that the ryots of a village combine and make a *pyne* or water channel at a cost of Rs. 500. Each holding will here reap the benefit of the full outlay, and the measure of the improvement made to it would, therefore, be Rs. 500 under the sub-section, whereas its tenant will have, in fact, himself contributed only Rs. 10 to the work. The Association also consider that the erection of dwelling-houses should not be treated as an improvement.
„	The Hon. T. Gibbon	Thinks this chapter quite unnecessary, and would not grant compensation for improvements to any class of tenants.
„	Baboo Nobin Chandra Ghose	Considers that there is no necessity for this Part. A ryot improving his holding should, in his opinion, do so at his own risk.
27	Mr. Barlow	Remarks that regard being had to the relations generally between landlords and tenants in Behar, and to the possibility of works being undertaken without sufficient grounds or for the purpose of causing annoyance, some provision is required for a summary determination of the question by the Civil Court or Revenue authorities, in

Chapter, part of chapter, or section.	Officers.	Opinions.
		the event of a difference of opinion arising between a landlord and tenant as to the utility of a proposed work.
„	Mr. Towers	Doubts whether either party will make much use of this and the following sections, and observes that the provisions generally of the Bill hold out but little inducement to the landlord to make improvements, since others will reap all the benefit. He objects to the principle of these sections chiefly because it confers a right on the ryots which they would never have thought of claiming themselves. Permission to dig a well or excavate a tank, for instance, has hitherto been held a prerogative of the landlord.
„	The British Indian Association	Observe that, although, as a matter of fact, none of the improvements (besides dwelling-houses) mentioned in section 126, are ever made by ryots, the latter should not be vested with a legal right to excavate tanks, or take earth for making bricks for the walls and plinths of their own house without the permission of the landlord, and without payment to the landlord of an adequate fee or salami, such excavation, having usually the effect of reducing the letting value of the land.
„	Baboo Baikunt Nath Sen	Says that, if transferability of occupancy rights be recognized, complecations are not likely to arise in cases of improvements by occupancy tenants, and that improvements by ordinary ryots should be made at their risk.
„	Baboo Chandra Kumar Rai	Thinks it objectionable that compensation should be awarded to a tenant for improvements made for his own benefit and without the landlord's permission.
128	Mr. Alexander	Would allow the ordinary ryot to make improvements as here proposed, without the landlord's consent, except as regards the digging of tanks. He has seen many cases in Eastern Bengal in which ryots have in a fit of enthusiasm or extravagance dug tanks in the midst of first class lands, and then left them uncared for, to be an eye-sore and a nuisance to the neighbourhood.
„ (2)	Mr. Garrett	Would not allow an ordinary ryot to make improvements without the landlord's consent beyond the building of a house, as otherwise a ryot might immediately on entry make such improvements as would render it impossible for the landlord to eject him. Mr. Garrett would, however, provide that, if a landlord refuse permission to the execution of an improvement, the ryot should be at liberty to relinquish the holding at once. He would also, in this case only, save contracts between landlord and tenant which forbid improvements.
„	Baboo Brajendra Coomar Seal	Would grant an ordinary ryot the same right to improve as a settled ryot.
„	The British Indian Association	Observe that the power which this section gives to ryots without a right of occupancy of building houses and out-offices on their land without the permission of their landlords, of compelling their landlords to make improvements, and of making the improvements themselves on default of their landlords, is inconsistent with the very notion of such a tenancy, and would confer on such ryots a right which not even occupancy ryots enjoy at present.
„	The Behar Landholders' Association	Object to the permission given to the ordinary ryot to build a house without the landlord's permission.
„	Baboo Girindra Nath Mukherjee	Considers that improvements not absolutely necessary for the purposes of the tenancy should not be made without the landlord's permission.
129	Mr. Alexander	States that the Dacca zemindars object that, if a ryot is evicted from a holding in default of payment of rent, there is nothing in this section which will prevent his demanding compensation from the landlord, and that this is very unfair and an encouragement to defaulters.
„	Mr. Clay	Approves of subsection (1), although improvements requiring compensation are likely to be rare.
„	Mr. Towers	Points out that it is not clear whether the word "predecessor" in clause 1 is designedly in the singular number, or if it includes the plural, as it may, by section 2 of Act I of 1868 ; and suggests that some limit of time within which the improvement must have been made should be laid down.
„ (4)	Baboo Brajendra Coomar Seal	Would omit the words "unless it is shown that the landlord," &c., as they are likely, he thinks, to do more harm than good.
„	Syed Moazzim Hossein	Thinks that no ryot should be allowed any compensation for any improvement made without the landlord's permission.
„	The British Indian Association	Say that these provisions are altogether foreign to the custom of this country and should be omitted, improvements being rarely made by ryots. In most cases the amount of outlay would be more than repaid by the advantages which the ryots would enjoy by reason of the improvements, and it would in those cases be unreasonable to give them any compensation at all for such exhausted improvements. The suggestion of the Rent Commission that no compensation should be awarded after a certain.

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		number of years from the making of the improvement, was, the Association think, an equitable one.
,,	Moulvi Abdoos Sobhan Chowdhury	Objects to this section because it compels the landlord to pay compensation even when the tenant is ejected for wilful default.
,,	Baboo Kalidas Deb	Also objects to the grant of compensation being insisted on.
130	Baboo Brajendra Coomar Seal	Says that the Bill itself ought to make provision for the appointment of assessors on the line of the Land Acquisition Act, and that it ought not to be left to the Local Government to do so.
132	Syed Moazzim Hossein	Would omit this section altogether, and leave people free to enter into any sort of contract they like.
,,	The British Indian Association	Consider the section objectionable.
,,	Baboo Chandra Kumar Rai	Would omit this section.
133	Mr. Beames	Observes that the provisions of this and the following sections are mostly in force already, but that the zemindar should be empowered to measure both revenue-free and rent-free lands, the revenue-free holder being quite as much given to encroaching as the rent-free holder.
,,	Lord Ulick Browne	Considers it unfair that the zemindar should not be allowed to remeasure within 10 years, as the ryot may within the first year encroach on other lands.
,,	Mr. Alexander	Agrees with Mr. Dutt that jungle and chur lands in Eastern Bengal should be excepted from the rule, otherwise reasonable and fair, that lands shall not be measured more than once in 10 years. The section would, he says, cause heavy loss of revenue to Government if applied to Government khas estates, which are nearly all chur lands.
,,	Mr. Stevens	Would allow the zemindar to measure both revenue-free and rent-free lands.
,,	Mr. Porch	Suggests the following addition to this Part:— *Exception.*—Nothing in this Act shall interfere with (1) the customary periodical measurements of *hal hasila*, *utbandi*, *deara*, and other lands, the settlement of the rents of which depends upon the measurement of the lands cultivated; and (2) the ryot's right to obtain measurement of his holding for reduction of rent, whenever necessary, on account of diminution from diluvion or otherwise.
,,	Mr. Westmacott	Approves of the concluding proviso, but asks why the holder of lakhiraj land should be deprived of his right to measure. He also suggests that it should be expressly provided that the landlord can assess all the lands found in a holding, as otherwise measurement would be useless.
,,	Mr. Wace	Would give power to the landlord to measure rent-free lands.
,,	Mr. Bradbury	Asks whether one of several co-landlords will be entitled to measure independently of the others, or against their wishes.
,,	Mr. Towers	Thinks that in cases of increase or loss of land by alluvion or diluvion, it might be a hardship to prohibit the landlord from measuring again within ten years.
,,	Baboo Brajendra Coomar Seal	Considers that landlords ought to have the right of measuring revenue-free lands entered in the register prepared under the Land Registration Act, when they are geographically situated within the limits of their estates, as without the measurement of the whole estate, the papers cannot be complete. The measurement of such lands would, moreover, do no harm to the rent-free holder.
,,	Mr. Grant	Says that rent-free as well as revenue-free lands should be included in this section; and remarks, with reference to the illustration, that so long as the patni continues, A ought not to have the right of detailed measurement, requiring the attendance of tenants.
,,	The British Indian Association	Would make the landlord's right to measure all the lands of his village unrestricted, and omit the exception with regard to revenue-free lands. A landholder would otherwise be unable to right himself when a revenue-free holder has encroached upon and appropriated adjacent rent-paying lands.
,,	The Behar Landholders' Association	Consider the limit of ten years before a fresh measurement can be made unnecessarily long. It is essential, they observe, to measure almost annually the alluvial accretions to an estate, where there are any.
,,	The Landholders of East Bengal, Lala Ban Behari Kapur, and Baboo Kalidas Deb	Also think ten years too long, and would strike out the section altogether. If it is retained they would allow measurement of revenue-free lands.

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„	The Hon. T. Gibbon.	Does not object to the term of ten years with regard to cadastral surveys of entire estates by Revenue-officers, but would allow landlords, with the permission of the Court, to measure individual holdings at any time, in order to detect encroachments.
„	Baboo Girindra Nath Mukherjee	Asks why lakheraj lands are excluded from the operation of this section.
„	Baboo Baikunt Nath Sen	Says that *utbundi* tenures should be excepted, as in their case annual surveys are necessary.
„	Baboo Chandra Kumar Rai	Would reduce the term of ten years at least to five.
135	Mr. Bradbury	Enquires whether the order under this section will be appealable.
„	The British Indian Association	Say that provision should be made, as under the present law, for cases in which a landlord, usually a new purchaser, is unable to ascertain the names of the tenants in possession of particular holdings in his estate, as well as penalties imposed for determined attempts on the part of the ryots to thwart measurement by the Collector.
„	Mr. Gibbon	Says that it is not clear whether the Court might *order* measurement by its own officers, and thinks that this should be provided. He also suggests that the landlord should be allowed to apply to the Court without having been first obstructed.
„	Baboo Girindra Nath Mukherjee	Thinks that some punishment should be provided for obstruction by tenants.
138	Mr. Beames	Thinks that the appeal from the Collector should not lie to the District Judge, who, from his official position at least, has no means of judging what is the correct standard of measurement, but to the higher Revenue authorities, who, as administrators of all matters relating to the revenue, and custodians of all the records pertaining to the subject, are the best persons to decide what is the proper standard in any part of the country. Mr. Beames adds that it would be as well if, along with our records of rights and such like matters, we should make once for all an enquiry which would enable the Board authoritatively to declare what is the standard of measurement in each pergunnah or other area throughout the country.
„	Lord Ulick Browne	Considers that the determination of the proper standard of measurement has been rightly left to the Collector.
„	Mr. Barlow	Would strike out clauses (2) and (3) and make the Collector's decision under clause (1) final.
„	Mr. Halliday	Objects to any appeal in this matter, and would certainly not make the appeal lie from the Collector to the Judge. The determination of the length of the local standard of measurement being a question of simple local investigation, the Collector's finding should be conclusive. To Mr. Halliday it does not seem consistent that, when the Civil Court makes a reference to the Collector for decision on a matter of this nature, it should have the power to reverse the Collector's finding. It was suggested at the Conference that the appeal should lie to the Commissioner, but Mr. Halliday adheres to his opinion that there should be no appeal, as it would only lengthen the proceedings uselessly, and prolong litigation upon a point which, on the Collector's investigation, should be clear and conclusive.
„	Mr. Grant	Thinks the policy of giving an appeal to the Civil Court with regard to the standard pole doubtful, as such matters are better left to the Revenue authorities.
„	Baboo Brajendra Coomar Seal	Would make the Civil Court itself decide the question on evidence, examining as any an expert any officer under the Collector who has special knowledge.
139	Mr. Halliday	Says that to prevent mistakes a special provision should be inserted that a ryot shall not surrender a portion only of his holding.
„	Mr. Westmacott	Says that application to the Civil Court or the Collector should be allowed in case.
„	Baboo Brajendra Coomar Seal	Would add to "unless the holding is let to another person for the agricultural year following the surrender," in the first sub-section, the words "or the landlord brings it under khas cultivation." He also considers that all notices under sub-section (2) should be served at once through the Court.
„	Mr. Grant	Suggests that the notice of surrender should be served through the Collector, and not the Civil Court.
„	Baboo Amrita Lal Chatterjee	Would add to clause (*b*) "or the landlord himself cultivates the land."
„	The British Indian Association	Argue that, as the landholder is required by section 91 to give six months' previous notice, even to a tenant-at-will, before he can apply for his ejectment, the ryot should in common fairness be compelled to give previous notice of an equal period before he is allowed to relinquish his holding.
„	The Hon. T. Gibbon	Thinks that a ryot who abandons his holding without previous notice to the landlord should forfeit his right to it after three months.

Chapter, part of chapter, or section.	Officers.	Opinions.
140	Mr. Tayler	Objects to the interval of one year, as the landlord will be unable to get his rent during that period.
,,	Mr. Bradbury	Says that this section is open to the same remark as section 111.
,,	The British Indian Association	Would reduce the time from one year to six months, for reasons stated with reference to section 46. The section, they say, amounts practically to the declaration that a landholder shall forfeit a year's rent for every run-away tenant.
,,	The Indian Association	Would allow two years instead of one, to avoid any possibility of hardship to the ryots. They would also omit the words "to the land" in the proviso, and substitute "of a like nature."
,,	The Landholders of East Bengal	Would also reduce the period to six months.
,,	Raja Pramatha Nath Rai Bahadoor	Protests against this section, observing that the ryot at present ceases to have a lien on his holding from the date of leaving the village.
,,	Messrs. Tweedie, and Oatts, and Baboos Nafar Chunder Pal Chowdhury and Kalidas Deb	Remark that, according to this section, the holding must lie fallow and the rent be lost for one year.
141	Mr. Beames	Doubts whether the provisions of 'merger' are not opposed to those of section 56. If a landlord acquires an occupancy right in land by any process, would not the principle of merger cause the occupancy right to merge in that of the landlord, so that on the land being re-let the new ryot would not, as provided in section 56, acquire an occupancy right? Mr. Beames himself would allow such merger.
,,	Mr. Monro	Believes the doctrine of merger to be unknown to Indian law, and finds nothing in the papers connected with the Bill to show that its application is in any way required, either by ryots or landlords.
,,	Mr. Larminie	Says that it is not clear from this section whether if a *patni* is purchased by the zemindar and merges a *darpatni* in the same land would become liable to sale under Regulation VIII of 1819. This would, he says, appear to be the case under the provisions of section 42, but the point should be made clear.
,,	Mr. Garrett	Would prefer to see the presumption reversed. It is seldom to the interest of a landlord that a tenure should merge, and the presumption should be that the tenure does not merge unless the contrary is shown.
,,	Baboo Brajendra Coomar Seal	Would omit the section altogether, leaving the matter to be governed by the general principles of law. It would have the tendency of converting *ryoti* land into *khamar*.
,, (*b*)	Mr. Bradbury	Enquires how and by whom the publication of the instrument is to be prescribed, and what proof of publication will be required.
,,	Mr. Grant	Enquires what the effect of this section is when read with section 56. If the interest in an occupancy tenant be "extinguished" by merger, can it be revived when the landlord, if he does so, re-lets the holding? This should, he thinks, be made clearer, and one section or the other should contain the words "notwithstanding anything contained in section——."
,,	The Hon. T. Gibbon	Approves of this chapter and thinks it very necessary.
,,	Lala Ban Behari Kapur	Would apply the law of merger to all cases where the parties do not express in registered documents an intention of keeping their titles separate.
Chapter X E.	Mr. Beames	Fully approves of this Part, as it introduces a much-needed and extremely valuable reform, and would only add the provision suggested by Mr. Grant (below).
,,	Lord Ulick Browne	Thinks that the provisions of this Part will be beneficial.
,,	Mr. Monro	Also approves of this Part. It has, however, been pointed out to him that, under the provisions of section 142, any discontented ryot might cause his zemindar much trouble, and, if this be the case, he would provide that, unless "a large proportion of the tenants applies (*vide* section 161*a*), the Civil Courts should not act.
,,	Mr. Alexander	Remarks that this Part will entail a good deal of cost on Government, as the Government pleader will have to attend and to be paid his fees. He suggests that the Collector be empowered to issue the notice and make the order, as he is generally quite as experienced an officer as the Judge.
,,	Mr. Westmacott	Suggests that it should be clearly stated what constitutes actual possession of an interest.
,,	Mr. Grant	Believes that the provisions of this Part will obviate much inconvenience which is now felt. There ought, however, to be a specific provision disabling all the co-parceners from doing any acts of management, and making such acts null and void.

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		As things exist, he remarks, a co-sharer has been known to go on collecting rents notwithstanding the appointment of a general manager.
,,	Baboo Manendra Nath Mitter and Syed Moazzim Hossein	Approve of the appointment of a manager on behalf of co-owners.
,,		
,,	Baboo Nafar Chunder Bhatta	Points out that the Bill does not provide how far the present co-owners of estates and tenures receiving rent can sue individually for arrears, in case all of them, through the collusion of some with ryots, do not agree to sue jointly, and observes that, according to existing rulings, each co-sharer may sue, making the other co-sharers also plaintiffs. The Bill seems, however, to render it impossible for them to do so without the appointment of a common manager, and this would cause serious hardship to the smaller co-sharers.
,,	The Hon. T. Gibbon	Approves of this Part, but would extend the principle further, and allow the Courts not only to appoint managers, but also to make a tentative division of the estate among the share-holders, the latter being permitted to apply for formal partition or *batwarra* within a certain time. He adds that the appointment of a manager should not bar a *batwarra*.
,,	The British Indian Association	Object strongly to section 172, because it would enable a few ryots or the owner of a small share to cause trouble to the landlord or the larger co-sharers by an application to the Judge, and would also give power to the latter to decide indirectly a disputed question of possession. They add that much of its objectionable character would be removed if it were provided that no joint manager shall be appointed unless the owners of more than half the property apply.
,,	The Landholders of East Bengal	Object similarly to this Part, and further observe that no provision is made for an appeal against the Judge's decision.
,,	Lala Ban Behari Kapur	Fully approves of the provisions of this Part.
,,	The Behar Landholders' Association	Consider section 142 uncalled for, because the recent decision of a Full Bench of the High Court, which recognizes the power of every co-parcener to have his share of the rent apportioned by a suit in Court, will put an end to annoyances to the ryots of joint estates and tenures, and disputes among the co-parceners themselves. These provisions will, they say, reduce the proprietors to the position of mere annuitants, and, besides, also affect the tenants, as the managers cannot have the same interest in the management and improvement of the estates as those personally interested, and the ryots will not therefore, receive the help which they frequently require for successful cultivation, especially in *bhaoli* tenures. If the section is retained, however, the Association think that some attempt should be made to specify the circumstances which would constitute "inconvenience to the public" or "injury to private right."
,,	Baboo Chandra Kumar Rai	Approves of this Part.
144	Mr. Samuells	Thinks that it would be better, on the whole, to appoint the manager in all cases, and suggests that some penalty should be devised to prevent zemindars from forcing their estates on the Court of Wards.
,,	Mr. Bradbury	Asks what will be effectual service, and whether the order under this section will be appealable or not?
,,	Baboo Girindra Nath Mukherjee	Thinks that the appointment of a manager should be compulsory in all cases.
148	Mr. Bradbury	Asks whether the order will be appealable.
149	Lala Ban Behari Kapur	Says that this section, read with section 90, will prevent a landlord from ejecting any tenant either after reasonable notice to quit or on the ground that the period of his tenancy has expired, neither of these means of removing the tenant being specified in section 90. The landlord will thus be compelled to demand a higher rent and pay compensation under section 93 before he can get rid of the tenant and this would induce the landlords to hold lands in their own hands if there is a chance of their requiring them for their own purposes some years later.
150	Baboo Brajendra Coomar Seal	Considers that transfer of a portion of a holding should not be void in law. He would make the old tenant and the transferee jointly liable for the rent; or, if the landlord does not choose to recognize the transfer, would continue the old tenant's liability.
Chapter XI	Mr. Beames.	As a Revenue officer, approves of the procedure of this chapter because it being optional to Revenue officers to refer questions to the Civil Courts, they will make no use of the provision, and practically all interference by the Civil Court with settlements will thus be abolished. But he doubts whether the Bill can be reconciled with the remarks in the preamble to Regulation II of 1793, which, after stating that "all questions between Government and the landholders respect-

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		ing the assessment and collection of the public revenues, &c., &c., have hitherto been cognizable in the Courts of Mál Adaulut or Revenue Courts," goes on to say that "the proprietors can never consider the privileges which have been conferred upon them as secure, whilst the Revenue officers are vested with these judicial powers." It may be said, Mr. Beames observes, that the powers conferred by this chapter can only be exercised (1) at the request of the parties interested; or (2) to preserve the public peace; or (3) in estates where there is either permanently or temporarily no zemindar in existence. But, with regard to (1), clause (*a*) of section 151 appears to him so vague that it might cause settlements to be undertaken not only without the zemindar's consent, but much against his will. He would, therefore, propose that an application under this clause should be made by not less than two-thirds of the rent-paying tenants; that a local enquiry should be held to verify the signatures and count the tenants, so as to ascertain that the true proportion had signed, and signed knowingly, and that on this being satisfactorily settled, the Collector should hold an enquiry as to whether there exists any valid reason for making a settlement, both parties, ryots and landlord, being heard. The case should then be reported to the Commissioner, who should hear appeals against the report from either side, and then report to the Board, who might again hear appeals, and either quash the whole proposal, in which case their decision should be final, or report to Government in its favour, in which case orders would issue under this section. The same procedure would apply to cases where a landlord seeks to put the clause in force. As regards (2) Mr. Beames observes that clause (*b*) covers the same ground as the Agrarian Disputes Act V (B.C.) of 1876, which was never made use of anywhere, and that there seems accordingly to be very little advantage in enacting it. The clause might, besides, afford designing persons a means of forcing on the settlement of an estate by instigating the ryots to get up disturbances. As to (3), however, Mr. Beames approves of interference, and thinks that it will be of much use.
,,	Lord Ulick Browne	Would not allow an application under clause (*a*) (2) of section 151 unless both parties assent.
,,	Mr. Monro	Remarks that, if the provisions of this chapter and chapter XII can be successfully carried out, and if we can have a record of rights made and rents ascertained, great progress will have been made towards reaching a solution of many of the vexed questions at issue between landlords and tenants, but the expense of the proceedings will be enormous, and probably ruinous to both parties. He, therefore, suggests that before making the provisions of the present chapter of universal application under the order of Government in the cases specified in section 151, Government should try the experiment thoroughly in Crown estates. We have not yet, he remarks, in the similar operations which have been carried on in settlements, sufficient data to work upon, and it is to be feared that the amount of litigation which would be at once excited by the application of these provisions generally would be very injurious to both ryots and landlords. At the same time if the system can be carried out without involving excessive outlay, he considers that the principle of ascertaining and recording rights and rents (whether we should go the length of fixing rents, as proposed, is doubtful) will go a great way towards settling disputes and facilitating the realization of rents.
,,	Mr. Halliday	Cordially approves the provisions of this chapter, and also of those of chapter XII.
,,	Mr. Alexander	Thinks the provisions of the chapter good, except the proviso to section 160, which would admit of the whole settlement being re-opened.
,,	Mr. Stevens	Approves of this chapter, but thinks that where a settlement made not at the instance of the landlord leaves him an inadequate profit he should be compensated.
,,	Mr. Towers	Would exclude the rents of ordinary ryots from the operation of this chapter, leaving them to be settled by contract with the zemindar.
,,	Mr. J. F. Stevens	Thinks that the chapter will be very useful.
,,	Mr. Grant	Approves of the chapter, but would omit all reference to the Civil Court, in order to make more complete the distinction between the procedure for enhancing or varying rent by enquiry into individual cases by the Civil Court, as provided for in chapter VI, and that for settling them by dealing with whole estates through the Revenue authorities as here provided for. He adds that the procedure of the Revenue authorities might still be that of the Civil Courts, and that adjustments of rent will be more equitably made when carried out on this large scale than by the decisions of a Civil Court dealing with isolated suits. Mr. Grant thinks that clause (*b*) of section 151, which appears to re-enact Bengal Act V of 1876, may be of some practical effect.
,,	Baboo Mahendra Nath Mitter	Thinks that the scheme of settlement by a Revenue officer might be made available for Government settlements, but that in private estates, unless desired by the

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		landlord, it would be an usurpation of his rights, and lead to much discontent. He believes that the landlords will not, as a rule, apply for the enforcement of these provisions, and that if they are enforced at the instance of the tenants, or for the settlement of an agrarian dispute, the landlords will resent and offer every obstacle to the proceedings and carry litigation to the bitter end with results ruinous to both parties. He is, therefore, opposed to the retention of this and the following chapter.
,,	Baboo Bhagwan Chunder Chakravarti	Observes that some of the provisions of this chapter and chapter XII trench upon the jurisdiction and powers of the Civil Courts, and says that all questions of a civil nature arising before a Revenue officer engaged in the settlement of rents should be referred to the Civil Courts.
,,	Syed Moazzim Hossein	Suggests that a notice be provided for under section 151 (3), but objects generally to chapters XI, XII, XIII, and XIV as likely to give rise to litigation.
,,	The British Indian Association	Consider the ground stated in clause (*a*) of section 151 objectionable, and observe that it would suffice if the local Government had the power of ordering a settlement when an agrarian disturbance is threatened, or when a khas mehal has to be settled. It would, in their opinion, be dangerous to give a number of landholders or tenants the right of applying for it.
,,	The Behar Landholders' Association	Object to this chapter, on the ground that it will give the ryots an easy pretext for getting up serious disputes with the zemindars, and then applying to the Revenue officer for the reduction of their jamabundi. They, therefore, consider that if the chapter is retained, it should be distinctly laid down that the Collector shall in no case reduce the existing jamabandi of a village.
,,	The Indian Association	Say that this and the next chapter are good, but should be reserved as measures of State policy. They would not make the procedure available to zemindars on payment, as the employment of a Deputy Collector in this way might be misconstrued, especially if it resulted in a general enhancement of rents. They would, therefore, omit section 163, and amend clause (*a*) of sub-section (2) in this section and section 164, thus: "Where the condition of the landlords, or the ryots generally, or the relations between those two classes are so unsatisfactory that Government may think it necessary, in the interests of public welfare, to take action under this chapter."
,,	The Hon. T. Gibbon	Thinks it desirable that rents should be settled as provided in this chapter, but only in cases where disputes occur between landlords and large bodies of ryots, and considers that the settlements should take effect from the date of the dispute and have the force of a decree.
,,	Baboo Baikunt Nath Sen	Considers this and the next chapter sufficient for dealing with special cases.
,,	Baboo Ram Das Sen	Thinks the chapter not altogether objectionable, although extensive powers are given to settlement officers.
,,	Baboo Nobin Chandra Ghose	Would omit this chapter altogether.
151	Raja Pramatha Nath Rai Bahadur	Proposes the addition of "or a single landlord" after "landlords" in the second line of clause (*a*) of sub-section (2), because many landlords hold large tracts of country, and according to the present wording of the section such landlords could not apply for settlement.
155	Baboo Nafar Chunder Bhatta	Thinks that this matter should not be left entirely to the discretion of the Revenue officers.
157	Mr. Bradbury	Enquires how and by whom the publication of the jamabundi will be prescribed, and how such publication is to be proved.
,,	Mr. Samuells	Says that if the decision of the Revenue officer be final, great benefit will result from this procedure.
,,	Syed Moazzim Hossein	Thinks that the time for filing objections should be limited to one month from the date of publication of the jamabundi on the spot, and not from that of its publication in the Gazette.
,,	The Landholders of East Bengal	Would allow three months for objections.
,,	Baboo Chandra Kumar Rai	Says that the time for filing objections ought to run from the date of publication of the *jummabandi* on the spot, and not of the publication in the Gazette.
159	Baboo Nafar Chunder Bhatta	Considers the "Local Government" too inaccessible a tribunal.
160	Mr. Towers	Observes that the distinction between rents subject to alteration by order of a Court, and rents not subject to such alteration, is not intelligible, and enquires whether the Revenue officer will have the power of deciding what tenants' rents fall within either class? His decisions in cases subject to the jurisdiction of the Civil Court will, however, have little finality, their correctness being merely presumed until anybody

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		shows the contrary in a civil suit, and litigation will, therefore, be hardly, if at all, prevented in such cases. On the other hand, in cases which are not subject to interference by the Civil Court, Mr. Towers would allow the Revenue officer wider powers, and he would not, therefore, give the Civil Court authority to interfere under the proviso of the present section. He would also extend to 20 years the period of 10 years here fixed.
164	Mr. Beames	Observes that if the record of rights is undertaken gradually and systematically by picked officers throughout the country, and confined simply to *recording*, with no attempt at deciding disputed points, it would be extremely valuable. If the class to which a tenant belongs, or the amount of land held by him, or the rent payable be disputed, the recording officer should merely enter "disputed." Subsequently, if a Court called for a copy of the record for reference in a case, and decided the disputed point, it should issue a precept to the recording officer or the Collector, directing him to insert the facts affirmed by the decree in his record, and the record would thus in course of time become complete. Mr. Beames also remarks that there should be some provision authorizing the Board or Government to confirm the record by notification, and to make rules as to its form and safe custody and for granting copies of extracts from it.
"	Mr. Lowis	States that the provisions regarding records-of-rights is much needed in Chittagong, rights to land being there most confusing, and the relations between the different classes of cultivators little known.
"	Mr. Barlow	Points out that in cases other than those mentioned in clause (2) (*a*) no provision has been made for the payment of the expenses incurred under this chapter, and suggests the addition of a section similar to section 163.
"	Lord Ulick Browne	Would require the assent of both parties to the application.
"	Mr. Stevens	Thinks this a very valuable chapter.
"	Mr. J.F. Stevens	Also considers that the chapter will be very useful.
"	Baboos Nafar Chunder Bhatta, Mohendra Nath Mittra, and Amrita Lal Chatterjee	Approves of the preparation of records-of-rights.
"	The British Indian Association	Remark that the first ground laid down in sub-section 2 should be omitted for the reasons stated under section 151.
"	The Behar Landholders' Association	Object strongly to the chapter as likely to throw whole estates into a ferment of litigation after a record-of-rights has been prepared.
"	The Hon. T. Gibbon	Says that any special conditions under which the ryot holds should be entered in the record of rights; but if sections 14 and 15 hold good, he would strike out this chapter altogether.
"	Raja Pramatha Nath Rai Bahadur	Would omit clauses (*a*) and (*b*) of sub-section (2), as section 151 renders them superfluous.
Chapter XIII 166	Mr. Beames	Approves of the retention of the power of distraint under the modified form, but adds that as much, if not the whole, value of distraint depends upon the rapidity with which it is carried out, and the procedure of the Civil Courts is generally slow, a period within which the Court should be compelled to issue its order, say 15 days from date of presentation of the petition, should be fixed in section 168. If there were much delay, a ryot might get wind of the matter and carry off his crop. Mr. Beames also suggests as a further provision against delay that a mere application with a copy of the accounts be taken from the landlord, subject to alteration and penalties and damages (as under section 110), if the statements made be ultimately found to be false and the rent not to be due. These precautions would, he believes, sufficiently protect the ryot.
"	Mr. Monro	Says that the Bill would practically abolish distraint, as a landlord is not likely to make much use of its provisions, if he has first to pay fees as for a suit, and file an elaborate application duly verified and supported by documentary evidence, and then finds, when he comes to execute his process, that, pending operations at Court, the crop has been removed, as it almost certainly will be. He is of opinion that, so far as Lower Bengal is concerned, the existing law of distraint may be safely maintained, and would only provide a heavy penalty for illegal distraint and abetment of that offence.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Mr. Barlow	Thinks that it would be better to abolish distraint altogether than retain it in the form provided in the Bill.
„	Mr. D'Oyly	Does not advocate the retention of the provisions of the present law of distraint, but thinks that the procedure proposed in the Bill should be made more workable and less expensive to both landlord and tenant.
„	Mr. Wyer	Observes that if distraint is continued, the procedure should be very much less complex than that proposed in the Bill, the cost of which would be very heavy and would ultimately fall on the ryot. It would be quite enough, he thinks, to allow the zemindar to distrain the crops himself, but not to sell. As a rule the arrears would be paid on mere attachment.
„	Mr. Stevens	Sees no objection to this chapter.
„	Mr. Samuells	Approves of the retention of the law of distraint.
„	Mr. Westmacott	Considers that in the case of settled ryots there is no objection to the proposed restrictions on distraint.
„	Mr. Wace	Approves of the provisions of this chapter, but thinks that it would be better if applications for distraint were made to the Revenue Officers.
„	Baboo Tarak Nath Mullick	Thinks this chapter an improvement on the existing law.
„	Mr. Meres	Considers that the procedure laid down in the Bill is too elaborate to be honestly followed, and would prefer to abolish distraint altogether. Section 167 will, he believes, make landlords hesitate to make use of the right.
„	Mr. Garrett	Would be glad to see the power of distraint entirely abolished, but is convinced that it would be unjust to the landlords to do away with it at present.
„	Mr. Towers	Would maintain the right of distraint, and retain especially the provision that the landlord (except in applying to the Court) must not himself interfere in any way with the distraint, and the penal provisions of sections 185-86.
„	Baboo Brajendra Coomar Seal	Approves of the rules contained in this chapter, and points out that its provisions will be of great use to receivers of the rents of ghatwali lands, which have been declared by the Privy Council not to be liable to sale even for arrears of rent.
„	Mr. J. F. Stevens	Could not recommend the retention of the present law of distraint, but the provisions of the Bill do not appear open to the same objections, although it is a question whether the landlords would not prefer to see the right of distraint abolished altogether than have it restricted to the extent proposed.
„	Mr. Grant	Doubts very much the necessity of a law of distraint anywhere, not seeing the justice of giving a landlord-creditor priority or preference to all other creditors; and thinks that with the improved procedure for the recovery of rent by suit it would be well to wait and see whether distraint is really called for. This might, he says, be done by leaving the chapter to be extended when and where experience might show it to be needed. He admits, however, that hedged round with such wholesome checks as are provided in this chapter, distraint cannot be used hereafter as the engine of fraud and oppression which it has hitherto been. But instead of power being given to the local Government to suspend its provisions in any local area, he would prefer to see it provided that the chapter shall be inoperative, unless especially extended to a local area, which should not be smaller than a Collectorate.
„	Syed Moazzim Hossein	Says that the provisions of this chapter in no way facilitate the collection of rents. The procedure enjoined is, he thinks, very cumbrous and expensive, and in small cases the realizations will scarcely cover the costs.
„	Baboo Nafar Chunder Bhatta	Would leave the present law of distraint as it is. When a landlord asks for assistance from the Court, there should be a regular enquiry, after a short notice to the ryot restraining him and others, if necessary, from reaping the produce in the meantime. The ryot should also be allowed to object to distraint immediately after he receives a notice from the landlord, or an attempt to distrain is made.
„	The British Indian Association	Remark that the provisions of this chapter confer no advantage on the landlord, since it would be open to him without them to have, like any other plaintiff, the crops of a defaulting ryot attached before judgment under section 483 of the Code of Civil Procedure, immediately after bringing a suit for arrears of rent. What facility then, the Association ask, would the Tenancy Act give the landholder over the ordinary procedure of the Civil Court when he would have to pay the court-fee, adduce evidence, and provide the expenses of attachment all the same? It would certainly not be worth his while to apply for attachment in the case of poor ryots.
„	The Behar Landholders' Association	Observe that distraint limited as proposed ceases to be a prompt proceeding, and is no better than ordinary attachment before judgment. They also enquire whether a petition will be allowed by a part owner of an estate whose interest has been registered under the provision of the Bengal Land Registration Act, 1876, observing that, if it is, provision should to be made for the protection of the interest of the other proprietors.
„	The Indian Association	Repeat the protest previously raised by them to the retention of the law of distraint in any shape. The provisions of the Code of Civil Procedure regarding

Chapter, part of chapter, of section.	Officers.	Opinions.
		attachment before judgment are, they consider, sufficient for the protection of the landlord.
„	The Landholders of East Bengal	Observe that, considering the restrictions on distraint, and the expense attending it, no landlord will make use of the provisions of this chapter.
„	The Hon. T. Gibbon	Would abolish distraint altogether, and specially objects to its application to stored grain, as this would lead to much persecution of the tenants.
„	Maharaja Narendra Krishna Bahadur	Says that the provisions of this chapter put an end to distraint, whereas the landlords want especially a summary means of realizing rents.
„	Raja Pramatha Nath Rai Bahadur	Says that section 166 will not help the landlord unless the tenant is prevented, under penalties, until the expiration of one month from the date on which the instalment is due, from either selling or removing his crops beyond the village or estate without the written consent of the landlord.
„	Lala Ban Behari Kapur and	Would retain the present law of distraint.
„	Baboo Girija Prasanna Mukherji	
„	Mr. Tweedie	Remarks that distraint, through the medium of the Court, would be useless as a facility for the collection of arrears, and would only result in waste of the produce. What is wanted is, he thinks, a summary procedure to obtain a decree.
„	Dr. Ram Das Sen	Objects strongly to this chapter, because it takes away from the landholders the power to distrain without the intervention of the Courts, which they have enjoyed for a considerable length of time. He says that the intervention of the Courts will render distraint ineffectual and expensive, and that the penalty for wrongful distraint is a sufficient deterrent against malpractice.
„	Baboo Chanda Kumar Rai	Thinks the procedure of this chapter too dilatory and expensive, and suggests that the distraining officer should be above the rank of a peon.
167	Mr. Halliday	Considers the charge excessive, and would fix an uniform fee of eight annas.
„	Mr. Wyer	Would allow the applications under this clause to be on plain paper.
„	Mr. Bradbury	Asks whether the landlord may sue and distrain simultaneously for the same arrears. In any case, one of a co-proprietary cannot distrain for rent due to the whole of the co-proprietors jointly, and that should be clearly expressed.
„	Mr. Towers	Would fix the court-fee at eight annas only, since the landlord has not the benefit of a full adjudication of his claim, and may afterwards have to defend a suit under section 181 (4).
„	Baboo Brajendra Coomar Seal	Would reduce the court-fee to half that proposed.
„	The Behar Landholders' Association	Object to the fee, and remark that it could be fairly levied only when a suit, ensues. They further point out in connection with this matter that the law is unfair to the landlord in requiring him to pay an *ad valorem* fee of 7½ per cent. on the valuation of his estate at ten times the Government revenue when he has to sue for possession, while the tenure-holder or occupancy tenant has to pay only an *ad valorem* fee on a year's rent when he brings a suit against the landlord for possession of his holding.
„	Baboo Girindra Nath Mukherjee	Says that verification of plaints by *naibs* and gomastahs should be allowed.
„	Baboo Baikunt Nath Sen	Says that owing to the amount of court-fee to be charged, and the penalty under section 186, applications for distraint are not likely to be made often, if at all, and that the chapter should be either left out or recast.
168	Baboo Girindra Nath Mukherjee	Says that the procedure is too dilatory, and that the ryot will have time to gather and hide his crops.
„	Mr. Bradbury	Enquires whether the order under sub-section (2) will be appealable.
169	Baboo Brajendra Coomar Seal	Considers that the Court and not the officer holding the sale should distribute the sale proceeds.
„	Mr. Grant	Observes that if distraint is allowed, all the proceedings in connection with it should be as prompt as possible, and that, therefore, the rules to be prescribed by the High Court under this section should require applications to be dealt with within a certain time, according as the Court allows of additional evidence or not, and insist on the applicant furnishing a properly drawn up form of notification (section 169), at least two forms of demand and account (section 170), one form of the proclamation of sale, and at least six forms of the certificate to be given to purchasers (section 178).
170	Mr. Wyer	Considers that the zemindar be required to present the demand and account to the ryot previous to the application for sale.

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171	Mr. Mosley	Says that this section should itself specifically declare how the cost of cutting &c. (clause 2), is to be met.
172	Baboo Mohendra Nath Mitter	Thinks that this section should be so altered as to give seven days' time to the defaulter, or the owner of the distrained property to make the deposit under section 181, and that to prevent abuses provision should also be made to allow the owner of the distrained property, when he is not the defaulter, to institute a suit to contest the legality of the distraint within a specified time, without making a deposit, if he can show sufficient cause for not making it.
177	Baboo Amrita Lal Chatterjee	Suggests that it should be provided that no delivery of the property shall be made before payment.
179	Mr. Alexander	Observes that as distraint will be made by the Civil Court, "High Court" should be substituted for the "Board of Revenue."
„	Mr. J. F. Stevens	Also says that the mention of the Board of Revenue seems to be a mistake, as the administration of the law relating to distraint is to be in the hands of the Civil Court.
„	Mr. Grant	Points out that this section appears to require the immediate distribution of the sale proceeds on the spot by the distraining officer, whereas if the distraint is paid off by deposit before sale into Court or into the hands of distraining officer the amount must be held for one month before being paid out, and observes that there is no reason for the distinction. The money, whether realized by sale or by deposit, ought, he thinks, in all cases to be paid into Court, held for one month, and then distributed. In any case, even if sale proceeds are not held for one month, they should be distributed at the Court, and not on the spot, the present class of peons being too corrupt to be trusted with this duty.
181	Baboo Amrita Lal Chatterjee	Would add after "at any time" the words "before an order for distraint has been made."
185	The British Indian Association	Consider the penalties in this and the next section excessive, and that none should be imposed beyond what the ordinary law provides.
186	Mr. Grant	Suggests that provision should be added that a criminal prosecution will be no bar to any civil remedy that may lie open to the injured party.
„	The Behar Landholders' Association	Say that if this section be allowed to stand, the zemindar will be in constant peril. When the offence is one of simple omission or of passive acquiesence in the proceedings of another, the imposition of a fine alone ought to be sufficient, as in the cognate case under section 155 of the Indian Penal Code. The Association further enquire whether the watching of crops on behalf of the landlords (in *agar-batai* tenures), which is an old custom of the province, will be deemed an offence under this section.
„	Raja Pramatha Nath Rai Bahadur	Does not consider this section necessary to prevent illegal distraint, and asks that it may be omitted.
187	The Behar Landholders' Association	Observe that the circumstances under which the Local Government would be justified in exercising the power conferred on it by this section should be clearly laid down.
Chapter XIV.	Mr. Beames	Thinks the whole of this chapter well adapted to the conduct of suits, and that greater simplification of procedure is not called for.
„	Lord Ulick Browne	Approves of the provisions of this chapter, but thinks that greater facility for the realization of rents should be given by registering occupancy holdings and making them saleable for arrears like patni tenures.
„	Mr. Barlow	Observes that in suits for arrears of rent, which involve no questions of right or title, and in which the only point for determination is the payment or non-payment of the rent, the procedure of the Civil Court in regard to the recording of evidence, &c., ought to be made as summary as the procedure of Magistrates in summary criminal trials.
„	Mr. Halliday	Is of opinion that the procedure of this chapter does not go far enough in the direction of giving relief to the zemindars, and suggests that the proposal of the Bengal Bill to render the patni sale procedure applicable to certain occupancy holdings be adopted. Adds that it is also very desirable that in a suit for arrears the landlord should be allowed to include in the same suit any number of ryots of the same class occupying land in the same village.
„	Mr. Monro	Remarks that this chapter goes some way towards simplifying the present procedure for the recovery of rent, and must so far be accepted by the zemindars as in their favour.
„	Mr. Alexander	Says that the Civil Court officers consulted by Mr. Dutt are of opinion that very great facilities are afforded by this chapter, but consider that the majority of suits could be disposed of still more speedily if section 196 were so modified as to allow evidence to be recorded in a summary manner in non-appealable cases. The zemindars whom Mr. Alexander himself consulted expressed a desire that the

Chapter, part of chapter, or section.	Officers.	Opinions.
		same simple procedure which was adopted by Deputy Collectors under Act X of 1859 might be followed by Munsifs in rent suits.
„	Mr. Larminie	Thinks that the Bill does not give sufficient facilities for the realization of rents and suggests the following plan. All rent-receivers should submit detailed statements showing all lands held by the ryots and the rent paid by each, and also notify to the officer appointed for the purpose all changes which may occur from time to time. These statements should be published as the road cess valuation rolls, and should, in the absence of proof to the contrary, be accepted as conclusive evidence binding on both the landlord and the tenant, of the rent payable by each ryot, and the zemindar should be allowed to avail himself of the procedure provided by the Public Demands Recovery Act, as managers of wards' estates now are. The only possible dispute under this system would, Mr. Larminie observes, be as to previous payments by the tenants.
„	Mr. Stevens	Cannot suggest any improvement on the procedure laid down in this chapter, except in regard to sections 197 and 202 (q. v.). He would also require Munsifs to dispose of suits within a certain time (by calling for returns and explanations), and order them to try suits locally where the number is large; and, further, reduce the stamp fee on petty suits and keep the process fees as low as possible.
„	Mr. Towers	Remarks that the arguments against furnishing zemindars with any summary remedy for the recovery of arrears of rent are certainly difficult to answer, but that this chapter, although simplifying the procedure a little, will not altogether put it out of a ryot's power to spin out proceedings and thus delay payment of his rent for a considerable period. He accordingly offers the following suggestion, namely, that in any suit where the zemindar produces a decree showing that the rent claimed by him has been awarded by the Court against the defendant within, say, three years of the suit, and declares on oath that it has since been due and unpaid, and submits his *jumma-wasil-baki* or similar papers to the Court's inspection as proof thereof, a decree for the amount be forthwith passed, subject to the condition that execution be at once taken out, the defendant being heard summarily on any objection made by him. He believes that a procedure like this would work in Tipperah, and that in nine cases out of ten the only defence would be a plea of payment, which, under the stringent rules of the Bill as to accounts and receipts, ought to be settled at once without difficulty. He would allow no appeal by the defendant unless he pays the amount decreed into Court.
„	Mr. Brett	Agrees that there is no royal road to the discovery of facts, but thinks that an incentive should be held out to all zemindars to keep really trustworthy accounts, by providing that any zemindar who can satisfy, say, the District Judge that his accounts prove themselves will be allowed a summary decree. A zemindar should keep his accounts in solidly bound books, with pages numbered, bearing a certificate, signed and sealed by, say, a Registrar, and his receipts should be in counterfoil form, &c.
„	Mr. J. F. Stevens	Considers the simplification of procedure in this chapter a great improvement, and that the procedure could not be safely made more summary.
„	Baboo Bhagwan Chunder Chakravarti	Observes that the procedure laid down in this chapter can hardly be further simplified, for in rent suits in this country questions of right frequently arise which cannot be dealt with by a summary procedure.
„	Syed Moazzim Hossein	Considers the provisions of this chapter an improvement on the present law.
„	The British Indian Association	Quote the following plan for the speedy realization of arrears of rent suggested by Moharaja Sir Jotendra Mohun Tagore in 1876:— The Maharaja would, without disturbing the existing rent instalments, fix four quarter-days for the payment of rent during the year, and if any portion of the quarter's rent be not paid on any quarter-day, would allow a suit to be instituted in the Collector's Court, in the following manner:—The zemindar should submit an application specifying the name of the ryot, the village, the nature of the holding, the annual rent, the arrear due, and the period for which it is due, together with a statement of his accounts with the ryot up to the end of the quarter. The application should be verified by the zemindar's naib or gomasta, and in order to save expense and trouble to both parties, the zemindar should be permitted to sue any number of ryots collectively, paying a stamp fee of only 8 annas. On receipt of the application the Collector should issue a notice to the defaulter or defaulters, requiring payment or deposit of the arrears within 15 days of service, and intimating that on failure, the holding or holdings would be sold by public auction on a day fixed in the notice. Service should be made by affixing the notice in the zemindar's cutchery, if any, in or near the village, at the nearest police station, in a conspicuous part of the village, and on the land itself, and also by beat of drum; and the peon should take the attestation of three substantial residents of the neighbourhood, or, on their refusal, proceed to the nearest Munsif's Court, and there swear to the service. The sale of the land should not be stayed unless the arrear is deposited; and if after deposit the tenant contests the claim the Collector should try the suit under the procedure laid down in Act VIII of

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		1869, the zemindar being, however, permitted to take out the deposit at once on furnishing proper security. Should the Collector on trial find the zemindar's claim unjust or excessive, he may fine him twice the amount of the claim, and award the sum to the tenant. These suits after deposit in the Collector's Court might, if preferred, be made over to the Civil Court for trial. The above procedure should apply in its entirety to occupancy holdings and permanent tenures only, but the preliminary portion might be extended to non-occupancy holdings, the tenants of which should be evicted if the arrear decreed is not paid.
,,	The Landholders of East Bengal	Think that this chapter does not much improve the present procedure—*see* further Mr. Alexander's remarks against section 199. They also consider that provision should be made for forfeiture of the tenants' holding on disclaimer the landlord's title.
,,	Baboo Girija Prasanna Mukherji	Is of opinion that the law for the realization of rents in Government estates should be extended to private estates.
,,	Baboo Debendra Kumar Rai Chaudhuri	Suggests a procedure for the recovery of arrears of rent (*see* his letter).
188	Mr. Stevens	Says that it has been suggested to him that this section leaves it open to doubt whether a suit for rent amounting to less than Rs. 1,000, but due on account of land valued at more than Rs. 1,000, should not be instituted in the Court of a Subordinate Judge.
,,	Mr. Grant	Greatly approves of the adoption of a procedure simplified from the existing Code, instead of that recommended in the former Bills, and recommends the addition to this section of some words to the effect that, notwithstanding that suits are instituted by naibs and gomashtas under general powers, the personal responsibility of landlords under sections 209 and 210 of the Penal Code shall remain unaffected. It is notorious, he remarks, that a regular system of instituting false legal proceedings, either by suing deliberately twice for the same arrear, or by executing decrees twice, or by drawing out money paid into Court before or during suit and then executing the decree, is practised in many districts, and when such is the case it is done by the deliberate direction of the landlord, as his agents have no incentive to sue on any but a really existing cause of action.
191	Mr. Bradbury	Suggests that proof by affidavit be permitted in the suits mentioned in this section.
	The Behar Landholders' Association	Do not see why sections 121 to 127 and 191 to 194 of the Civil Procedure Code should not apply in rent suits and suits to recover possession of land, either by the landlord or the tenant.
192	Baboo Baikunt Nath Sen	Says that a statement of boundaries or a description sufficient for identification should not be required in rent suits, as it might give rise to complications which ought to be avoided in such suits.
193	Mr. Tweedie	Says that a short period within which the suit must be heard and finally disposed of should be fixed.
,,	Baboo Chandra Kumar Rai	Says that some time should be fixed within which the suit must be heard and finally disposed of.
194	The British Indian Association	Think that this will be a great improvement on the present mode of service.
195	Mr. Grant	He would add to this section some such words as "granted by an order written and signed by the presiding Judge on a written application to that end." Unless this is done, cases will, he believes, happen in which a fictitious written statement, purporting to be made by the ryot, and containing damaging admissions against his interests—certified copies of which will be taken out by the plaintiff—will be found in the record after the disposal of the suit.
,,	Mr. Bradbury	Considers this section very objectionable, as the presentation of a written statement occasions no loss of time whatever, and such a statement is frequently of the utmost value to the Appellate Court.
,,	Baboo Girindra Nath Mookerjee	Considers that it should be specially provided in what cases the Court should grant leave to file a written statement.
196	Mr. Towers	Says that unless it is provided that evidence shall be taken down *verbatim* where an appeal is allowed, there will be many remands from the Appellate Court on account of insufficiency of evidence.
,,	Lala Ban Behari Kapur	Expresses a similar opinion.
197	Mr. Stevens	Would, instead of leaving the matter to the Court's discretion, provide that it *shall*, when passing the decree, order execution on the oral application of the decree-holder, unless there be some reason to the contrary, which must be recorded.

Chapter, part of chapter, or section.	Officers.	Opinions.
198	Mr. Alexander	States that Sub-divisional Officer of Manickgunge objects to the proviso to this section, because it might be made use of to prolong litigation, and thus to defeat the object of the section; and also that the Dacca zemindars object to the limit of Rs. 50 in clause (*b*) as too high, observing that this amount will cover the majority of rent suits, and that as such cases will, in the first instance, be tried by a Munsif, an appeal should lie from his decision to the Judge or Subordinate Judge. Mr. Alexander himself thinks that the provisions of Act VII (B.C.) of 1868 might be extended to zemindars in cases where rent is due, and there is no dispute as to the rate. The zemindar might, he observes, apply to the Collector in the same manner as is now done by a manager of a Court of Ward's estate, and the cost of an extra Deputy Collector to do the additional work might be paid for out of fees to be levied at so much per cent. on the amount of rent to be realized.
"	Mr. J. F. Stevens	Is doubtful of the expediency of the limit of Rs. 50 in clause (*b*), and thinks that it would be, perhaps, better to adopt that of Rs. 10, originally proposed by the Rent Commission.
"	Baboo Brajendra Coomar Seal	Objects to the term "substantial error in the proviso," and suggests that it ought to be explained that a wrong estimate of the evidence is not a substantial error, as, otherwise, District Judges will be moved in almost every case to call for the record. He also recommends that, in order to discourage useless applications, court-fee be levied on applications to call for records, as on petitions of appeals.
"	Mr. Towers	Considers clause (*a*) unimpeachable, but that it would be almost better to omit clause (*b*), as a Munsif vested with powers under that clause would be under great temptation to become either a "zemindar's man" or a "ryot's man." He observes also that the District Judge's work would be enormously increased by the proviso, which would be sure to be worked so as to give him as much trouble as if there was an appeal in every case. Mr. Towers says further that the limitation of power to appeal will not operate, as is apparently supposed, chiefly in favour of the zemindars, but rather against them, as the Courts of first instance usually favour the ryots. It will, therefore, be felt as a hardship more by the zemindar than by the ryot.
"	The British Indian Association	Remark that, as regards rent suits, it is a great mistake to suppose that suits for small amounts are of no moment, as they form the largest number of suits in the Courts, and are often suits of great importance. The Association, therefore, urge the abandonment of the proposal to make the decision of the first Court final in suits in which the amount involved does not exceed Rs. 50.
" (*b*)	The Behar Landholders' Association.	Remark that as finality is to be given to decrees and orders in suits exceeding one hundred rupees in value, it is not very necessary or desirable that finality should also be given to the decrees or orders of Munsifs in suits not exceeding Rs. 50 in value.
"	Maharaja Narendra Krishna Bahadur	Apparently approves of appeals being barred in rent suits when the claim does not exceed Rs. 50.
"	Messrs. Tweedie and Oatts	Consider that an appeal should be allowed.
"	Baboo Chandra Kumar Rai	Says that an appeal from the decision of the Court of first instance should be allowed in every case.
"	Baboo Girija Prasanna Mukherji	Observes that this section will be prejudicial to the zemindars, and that they should not be deprived of the right of appeal.
199	Mr. Alexander	States that the Dacca zemindars consider that this section is not likely to be of and use, as a ryot will seldom admit that the arrear sued for is due, and recommend, as the best means of facilitating the realization of arrears, that the Bill should provide for the absolute forfeiture of the right of occupancy on non-payment of arrears either on the due date or, at the latest, on the fifteenth day before the last day of the next payment of the Government revenue; provided the arrear be established to the satisfaction of the Court trying the suit. Or, if this procedure be not adopted, the zemindars suggest that the ryot be required to deposit in Court the amount sued for, before filing his defence, if the suit be a contested one, reserving, of course, his power to sue the landlord for damages should the claim turn out to be false, or should it be for a greater amount than the landlord is entitled to receive. Distraints, they add, is almost unknown in Eastern Bengal.
"	Mr. Halliday	Strongly approves of the provisions of this section.
"	Baboo Brajendra Coomar Seal	Considers sub-section (3) unnecessary, and says that, when the money is deposited under sub-section (2), it should be treated as a deposit under section 103 (*c*).
"	Mr. Bradbury	Asks whether, if the defendant admits that part only of the rent claimed is due, and that not to the plaintiff, but to a rival claimant, this section will apply? If not, the section will be a dead letter, as the defendant, by pleading that the sum is one pice, or one pie less than the plaintiff claims, will be able to avoid the obligation of making the deposit.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	Baboo Amrita Lal Chatterjee	Suggests that the Bill should provide what particular acts of disclaimer on the part of a tenant should work a forfeiture.
„	Syed Moazzim Hossein	Observes that the notice under clause (3) should be served by a Munsif's Court.
„	The British Indian Association	Consider that payment into Court should be made obligatory, and not left to the discretion of the Court. They further point out that under both the English and the Indian law a ryot forfeits his own title by denying his landlord's; whereas this section encourages him to resort to such denial, because he would thereby evade payment of rent for a certain time.
„	The Behar Land holders' Association	Observe that it will be very hard if, having instituted a suit for his rent, the landlord is driven to another suit by the nature of the ryot's defence, and that this would apparently be the case under sub-section (3), read with section 106. They would, therefore, substitute the following for sub-section (3) :—"When a deposit has been made under sub-section (2), a summons shall be served on the person who the ryot alleges is entitled to the rent; and if he appears and contests the plaintiff's right to the receipt of the rent, the Court shall proceed to try the suit as one between him and the plaintiff; and if he does not appear when summoned, the amount of deposit shall be made over to the plaintiff."
„	Baboo Girija Prasanna Mukherji	Would apply the provisions of this section to every case in which a defendant sets up a plea against the landlord's demand. He would also require every ryot entirely or partially damaging the existence of his holding under the zemindar who sues him for arrears to prove whether he holds any rent-free lands or lands belonging to some other proprietor.
200	Mr. Towers	Would not allow a landlord to sell his right to the rents to any one but his successor in interest as landlord; and would prohibit the practice, which is often resorted to by temporary tenure-holders, such as ijaradars, durijaradars, of selling to speculators their rights to the rents for one, two, or three years. Chapter VIII of the Transfer of Property Act, Mr. Towers adds, seems to sanction the practice, but does not give adequate protection to the ryot.
„	Baboo Bhagwan Chunder Chakravarti	Observes that the provision that applications for execution of decrees for arrears shall not be made by an assignee of the decree-holder would throw obstacles in the way of widowed females and ignorant men not conversant with the rules and practice of the Courts. It mitigates one class of evils, but fosters another.
„	Maharaja Narendra Krishna Bahadur	Observes that this provision, making a rent decree assignable only with the estate, will be a hardship to the landlords when the object is to raise money speedily.
201	The British Indian Association	Observe that the rule laid down in sub-section 1 is reasonable enough, but that the discretion given in sub-section 2 should be withdrawn, as the Civil Court should not have power to withhold indefinitely the relief to which the zemindar is entitled.
„	The Behar Landholders' Association	Assume that "the agricultural year next following" and "agricultural year next but one following" are intended to mean "agricultural year" following the date of the institution of the suit, and not the agricultural year following the date of the decree. They, however, see no reason for a change in the present law under which a notice a month or so before the end of the agricultural year is sufficient to entitle the plaintiff to enhanced rent from the beginning of the next year, if he institutes his suit for such rent within four months from the commencement of that year. The Association also object to the discretion left to the Civil Court by this section, remarking that it would, to some extent, be better if sub-section (1) were omitted, and the matter left entirely to the discretion of the Court. They would not, in any case, retain both sub-sections.
„	The Hon. T. Gibbon	Considers sub-section (2) unnecessary.
202	Mr. Stevens	Would require the Court to give reason for an extension of time under sub-section (3).
„	Mr. Garrett	Remarks that the section does not provide for cases in which the breach or damage cannot be compensated by money payment, and would add after "breach" the words "always provided it can be compensated by a payment in money."
„	Baboo Brajendra Coomar Seal	Considers the provisions of this section very salutary.
„ (3)	Baboo Mahendra Nath Mitter	Would not allow the Court to fix any time at its discretion.
„	The Behar Landholders' Association	Ask what will be "reasonable time" under this section, and why, when it is proposed to vest in the Courts the power of not allowing a forfeiture, but of decreeing compensation instead, a request to the ryot on the part of the landlord to remedy the wrong should be made a condition precedent to the entertainment of the suit? They also enquire, with reference to sub-section (3), when the decree will become final.

Chapter, part of chapter, of section.	Officers.	Opinions.
203	Mr. Bradbury	Enquires whether the words "before the date of his ejectment" denote the date of the actual ejectment in execution of a decree for ejectment, or the date of the decree for ejectment, or the date of the institution of the suit for ejectment?
„ (*a*)	Baboo Mahendra Nath Mitter	Thinks that it would not be fair to the landlord to grant interest.
„	The Behar Landholders' Association	Observe that when the landlord has made out a proper case for ejectment, the tenant should not be treated better than a trespasser or a wrongdoer, who is not entitled to take away the growing crops.
204	Mr. Bradbury	Asks whether the rent payable under this section will be assessable and recoverable in the course of the proceedings taken to execute the decree for ejectment, or whether a separate suit will be necessary? If the former, will the assessment and the order to pay be appealable?
206	The British Indian Association	Say that the time within which the money due either to the landlord or to the tenant must be paid should not exceed 15 days.
„	Raja Pramatha Nath Rai Bahadur	Objects to this section because it will give rise to much litigation. He does not see any necessity for a tenant having his status determined, except when an enhancement suit has been brought against him
208	Mr. Westmacott	Says that clause (*c*) gives the tenant power very seriously to injure the tenure while reserving to himself all real profits by *benami* alienations, and that much litigation might also arise from the disposal of the dead or planting of a *toolsee* plant.
„	Mr. J. P. Stevens	Says that provision ought also to be made in this chapter for the case of suits where an estate is owned by several co-sharers, and there is no common manager, and that it should be settled under what conditions separate suits might be brought by the different co-sharers, if at all. Mr. Stevens further thinks that the forfeiture of a tenancy should be provided for as the result of tenant's disclaimer of his landlord's title, remarking that the tenant is amply protected by the Bill, and ought to suffer if he chooses to conspire with another person against his landlord's title.
„	Mr. Bradbury	Asks whether the tenure recognized by the settlement authorities under clause (*b*) will be inviolable and unvoidable merely during the term of the temporary settlement, or whether it will continue so always, even when the temporary is converted into a permanent settlement? He enquires also what are permanent buildings under clause (*a*), and suggests that it might at least be stated that the term permanent buildings shall not be confined to buildings of masonry alone.
„	Mr. Grant	Says that the chapter will go a good way to prevent excessive sub-infeudation and that nothing can be added to the arguments in favour of its provisions contained in the Statement of Objects and Reasons.
„	The British Indian Association	Consider item (*f*) of this section very objectionable, as it is an encroachment on a right which auction purchasers at sales for arrears of rent have always enjoyed. It would deprive the purchaser of the right of avoiding a mokurrari or other permanent lease created by the defaulting tenant, whereas section 66, Act VIII of 1869, at present provides for the sale of tenures free of all such incumbrances. It would also give rise to fraud and litigation, as every defaulting tenant will try to make the best of his incumbency by creating mokurrari leases in favour of his relatives and dependents.
„	The Landholders of East Bengal	Also object to (*f*) on the same ground.
„	Mr. Gibbon	Says that if "tenure" were substituted for "tenancy" in this section, he would understand its meaning, as it does not seem necessary to declare that an occupancy right which is itself a tenancy shall not be considered an incumbrance on a tenancy.
„	Raja Pramatha Nath Rai Bahadur	Protests against this section, unless provision is made for protecting the superior landlord's interests by allowing him to enhance the rent of the tenure, and thus check the creation of too many incumbrances.
„	Baboo Baikanta Nath Sen	Says that the provisions for the protection of incumbrances seem unnecessary.
209	Baboo Amrita Lal Chatterjee	Objects to the omission of a provision binding the landlord who holds a decree for rent against a transferable tenure or holding to bring such tenure or holding to sale before taking out execution against the person or other property of the debtor.
„	The Hon. T. Gibbon	Thinks that the application should also state for what term the current rent is to hold good.
210	The British Indian Association	Observe that the provision for the sale of tenures for arrears of rent subject to registered incumbrances in the first place, and then, if necessary, free of such incumbrances, would simply increase the cost of litigation, which would ultimately fall on the ryot, deter intending purchasers from bidding at sales, cause inadequate prices to be offered for the tenures, and thus do material injury both to the landholder and the ryot. The sale should, they consider, be always free from all incumbrances.

Chapter, part of chapter, or section,	Officers.	Opinions.
„	The Landholders of East Bengal	Say that the decree-holder will be put to much expense and trouble in ascertaining the registered incumbrances if he is required to do so before the decree can be executed, and suggest that the Registrars should be made to furnish the information free of cost or on a moderate fee.
„	Lala Ban Behari Kapur	Considers the procedure regarding sales laid down in this chapter dilatory, and likely to cause inconvenience to the zemindars in realising the rents decreed and to increase the costs payable by the tenants.
„	The Hon. T. Gibbon	Considers that occupancy rights should always be sold subject to incumbrances, or otherwise that notice of the sale should be given to mortgagees, in order that they may purchase under section 218 or protect their interests as they think proper.
211	Mr. Tweedie	Says that a sale subject to incumbrances will never answer, and will only cause unnecessary delay.
„	The Hon. T. Gibbon	Would allow the Court to give the judgment-debtor any time it thinks necessary for payment before carrying out the sale.
212	Mr. Bradbury	Points out that the officer who holds sales is the nazir, and that the nazir never issues or makes a sale notification or proclamation, that being invariably the work of the Court ordering the sale.
„	Baboo Nafar Chunder Bhaita	Suggests that to avoid delay both the sale in section 211 and that in the present section be simultaneously advertised, and held one after the other on the same day.
214	Baboo Brajendra Coomar Seal	Thinks that the notice ought to be served through the Civil Court.
„	Mr. Bradbury	Asks what proof of service will suffice, and says that service by post is least likely to be disputed, and most likely to be real.
„	Baboo Chandra Kumar Rai	Suggests that the notice in sub-section (3) should be served through the Munsif's Court, which will usually be nearer than the Collector's.
215	Mr. Beames	Would omit the word "registered." None of the Midnapore ryots' holdings referred to in connection with section 50, are registered in the sense of section 208 (2), and it is not likely that they ever will be. If, therefore, this word stands, it will deprive large classes of the protection designed for them by the section. Mr. Beames also observes that, as far as he has been able to study this chapter, he is disposed to agree with the views expressed in the Statement of Objects and Reasons as to what particular liens and rights should be considered incumbrances.
„	Mr. Stevens	Points out that, as the section now stands, the Government must apply it in regard to *all* the occupancy holdings in a local area or none, whereas it might be found advisable in a local area to treat only occupany holdings of a certain size as tenures; and suggests that provision should be made for such a case.
„	Baboo Har Mohan Sen	Suggests that instead of these provisions the Bill should declare generally all occupancy holdings of a certain size liable to sale subject to incumbrances, and all others liable to sale free of incumbrances.
„	The British Indian Association	Consider this a very objectionable proposal, as it would perpetuate the minute sub-infeudation and divisions of occupancy holdings.
„	The Landholders of East Bengal	Consider that the collection of rents might come to a stand-still if the Government were empowered to extend to occupancy holdings the procedure provided for tenures.
216 (*c*)	Mr. Bradbury	Enquires whether any and, if so, what notice will be given to the tenant of the claim under this clause, and when the claim must be made.
„	The Behar Landholders' Association	Enquire whether, when a decree has been obtained by a part owner collecting his rents separately, he will, in executing the decree, be entitled to put up to sale the whole tenure or holding; and if so, what steps will be taken to protect the interest of the other co-sharers? They think that this section should provide for a case of the kind, and that the sale proceeds should not be allowed to pass out of the hands of the Court until the other co-sharers receive notice, and have been paid all their dues.
„	Lala Ban Behari Kapur	Considers clause (*c*) a very equitable provision.
„	Baboo Kalidas Deb	Says that the section makes no provision for the payment of interest between the date of the decree and that of the sale.
217 (3)	Mr. Bradbury	Asks on what grounds a plaintiff could demand to have a sale set aside.
„	Mr. Tweedie	Thinks that no suit should be entertained to set aside a sale unless the arrear for which the sale took place is first deposited in Court with costs.
„	Baboo Chandra Kumar Rai	Considers that no suit should be entertained to set aside a sale unless the arrear for which the sale took place is first deposited in Court with costs.
218	The British Indian Association	Says that this section would materially affect the landlord's lien, and recommend that in the case of occupancy holdings, at least, the amount paid by a sub-tenant, to protect the holding from sale should be made a personal debt of the defaulter, as otherwise the lien which section 215 (?) declares the landholder to possess in the land would be useless.

Chapter, part of chapter, or section.	Officers.	Opinions.
„	The Hon. T. Gibbon	Enquires who will have the right to redeem the mortgage—the ryot, or only prior mortgagees—and will a suit be necessary, and if so, within what time must it be instituted. Again, would voidable encumbrances take precedence of registered ones under this section; and would the landlord be allowed to exercise his right of pre-emption.
222	Mr. Bradbury	Asks whether section 222 governs such orders as those contemplated by sections 97, 98, 99, &c.
224	Baboo Bhagwan Chunder Chakravarti	Observes that this section remedies one evil, but creates another. It protects minors against accumulations of rent, but exposes them to the rapacity of unscrupulous landholders.
225	Baboo Nafar Chunder Bhatta	Questions the justice of this section, and considers that ryots should not receive more consideration than minors and lunatics.
„	Mr. Towers	Draws attention to the note in Mr. Field's Digest, p.p. 56-57, and suggests that it should be clearly provided—if this is intended,—that the provisions of the Limitation Act generally, except sections 7, 8, and 9, apply to suits under the Bill. He is, however, doubtful whether this general extension of the Limitation Act would be expedient, although some of its provisions ought no doubt to be extended.
„	Mr. Bradbury	Recommends, like Mr. Towers, that the extent to which Act XV of 1877 and Act XIV of 1882 (exclusive of the sections specifically excepted) are to apply to suits, appeal and other proceedings under the Bill should be clearly defined.
„	The Hon. T. Gibbon	Presumes that suits, such as a suit against an agent, &c., not specially provided for by the Bill will be governed by Act XV of 1877.
Schedule III	Mr. Towers	Observes that it has been very generally pressed on him that some provision should be made to protect patnidars from the exactions of zemindars' servants. He has been assured that the Collector does not consider himself at liberty to receive amounts tendered under clause 1 of section 14 of the Regulation, but refers the parties to the zemindars' amla, and that the latter invariably refuse to receive such deposits and stop the sales, except on payment of a gratuity, amounting sometimes to as much as 10 per cent. of the deposit.
Schedule IV, Part I, article 2, column 3.	Baboo Brajendra Coomar Seal	Suggests that instead of "date of deposit," the words "date of service of notice" should be used, as in section 31 of Act VIII (B.C.) of 1869.
„ Part I.	Lala Ban Behari Kapur	Would extend the period for ejecting a tenant under Article 1 to three years, counted from the time that the landlord first learns of the breach. He also considers the period of six months in Article 2, clause (*a*) too short, and would make it begin from the date of notice of the deposit being given to the landlord.
„ Part III.	Mr. Bradbury	Asks what the limitation will be where the judgment-debtor has by fraud or force prevented the execution of the decree. The Bill is silent on the point, and Act XV of 1877 does not supply the defect.
„	The Indian Association	Would require execution to be taken out, where instalments are decreed, within three years from the date on which each instalment became due, and not from the date of the judgment.

GOVERNMENT OF INDIA.

LEGISLATIVE DEPARTMENT.

The following Bill was introduced into the Council of the Governor-General of India for the purpose of making Laws and Regulations on the 2nd March 1883 :—

No. 5 OF 1883.

THE BENGAL TENANCY BILL, 1883.

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Bengal Tenancy Bill.

Explanation of abbreviations in margin.

D. means Mr. Field's Digest.
C. B., the Bill prepared by the Commission.
B. B., the Bill submitted by the Bengal Government with letter No. 849, dated 27th July 1881.

A

BILL

TO

Amend and consolidate certain enactments relating to the Law of Landlord and Tenant within the Territories under the Administration of the Lieutenant-Governor of Bengal.

WHEREAS it is expedient to amend and consolidate certain enactments relating to the Law of Landlord and Tenant within the territories under the administration of the Lieutenant-Governor of Bengal: It is hereby enacted as follows:—

CHAPTER I.

PRELIMINARY.

1. (1) This Act may be called the Bengal Tenancy Act, 1884.

Short title.

C. B., s. I.
B. B., s. 1.

(2) It shall come into force on such date (hereinafter called the commencement of this Act) as the Local Government, with the previous sanction of the Governor-General in Council, may, by notification in the local Gazette, appoint in this behalf.

Commencement.

(3) It shall extend by its own operation to all the territories for the time being under the administration of the Lieutenant-Governor of Bengal, except the Town of Calcutta, the Division of Orissa, and the Scheduled Districts specified in the third part of the First Schedule of the Scheduled Districts Act, 1874; and the Local Government may, with the previous sanction of the Governor-General in Council, by notification in the local Gazette, extend the whole or any part of this Act to the Division of Orissa.

Local extent.

2. (1) The enactments specified in Schedule hereto annexed are repealed in the territories to which this Act extends by its own operation.

Repeal.

C. B., s 2.
B. B., s. 2.

(2) When this Act is extended to the Division of Orissa, such of those enactments as are in force in that Division, or, where a part only of this Act is so extended, so much of them as is inconsistent with that part, shall be repealed in that Division.

(3) Any enactment or document referring to any enactment hereby repealed shall be construed to refer to this Act or to the corresponding portion thereof.

(4) The repeal of any enactment by this Act shall not revive any right, privilege, matter or thing not in force or existing at the commencement of this Act.

3. The following definitions and rules shall apply in the construction of this Act unless there is something repugnant in the subject or context:—

Construction of Act.

C B., s. 3.
B. B., s 3.

(1) "Estate" means land included under one entry in any of the general registers of revenue-paying lands and revenue-free lands, prepared and maintained under the law for the time being in force by the Collector of a district:

(2) "Proprietor" means a person or a number of persons owning an estate:

(3) "Tenure" includes an under-tenure and the interest of every tenant of the class referred to in section 14.

Illustrations.

(*a*)—A *durpatni* or *sipatni* interest or a mukurrerree holding is a tenure.

(*b*)—A *dar-ijarah* or a farm for a term of years is a tenure.

(4) "Tenure-holder" means a person or a number of persons owning a tenure.

(5) A person shall not be deemed to be a raiyat in respect of any land, or to hold that land as a raiyat, unless he holds it for the purpose of agriculture, horticulture or pasture, or he or his predecessor in interest came into possession of it for such purpose:

C. B., s. 3 "raiyat" and "land."
B. B., s. 3 "raiyat" and "land."

Provided that a person shall be deemed to hold as a raiyat any *bastu* or homestead land included in the same holding with other land held by him as a raiyat.

Explanation.—A person may hold land for a purpose mentioned in this clause though he has sublet it.

(6) "Under-raiyat" means a tenant holding land whether immediately or mediately below a raiyat.

(7) "Bastu holding" means bastu or other homestead land held by a tenant having the right provided for by Chapter VII.

New.

New.

(8) "Tenant" does not include any person who is not a tenure-holder, raiyat or under-raiyat, or the tenant of a bastu holding.

(9) "Landlord" means a person or a number of persons immediately under whom a tenant holds.

(10) "Rent" means whatever is payable or deliverable in money or kind by a tenant to his landlord on account of the use or occupation of the land held by the tenant.

(11) "Pay," "payable" and "payment," used with reference to rent, include "deliver," "deliverable" and "delivery."

D., s. 1 1.
C. B., s 56.
B. B., s. 48.

(12) "Arrear" means an instalment, or part of an instalment, of rent which is not paid before sunset of the day on which it is payable.

(13) "Holding" means a parcel of land held by a tenant of a landlord under one lease or one set of conditions.

New.

(14) "Agricultural year" means, where the Bengalí year prevails, the year commencing on the first day of Bysáck, and where the Faslí or Amlí year prevails, the year commencing on the first day of Asin.

C. B., ss. 60 & 16.
B. B., ss. 6 & 15.

(15) "Permanent Settlement" means the Permanent Settlement of Bengal, Bihár and Orissa made in the year 1793.

(16) "Transfer" includes sale, whether voluntary or in execution of a decree, and mortgage and gift.

(17) "Succession" includes both intestate and testamentary succession.

(18) "Bihár" means all the districts of the Patna Division, and such district or parts of districts of the Bhágulpur Division as the Lieutenant-Governor of Bengal may from time to time, by notification in the official Gazette, declare to be included in Bihár for the purposes of this Act.

(19) "Signed" includes "marked" when the person making the mark is unable to write his name; it also includes "stamped" with the name of the person referred to.

(20) "Prescribed" means prescribed by the Local Government by notification in the official Gazette.

(21) "Collector" means the Collector of a district or any other officer appointed by the Local Government to discharge the functions of a Collector under this Act.

(22) "Revenue-officer" in any provision of this Act means such officer as the Local Government may appoint to discharge the functions of a revenue-officer under that provision.

C. B., s. 4.
Report of Rent Commission, s. 3.
B. B., s. 4.

4. Nothing in this Act shall affect—

Saving of custom, special law, &c.

(*a*) any custom or customary right not inconsistent with, or not expressly or by necessary implication modified or abolished by its provisions;

(*b*) the powers and duties of settlement-officers as defined by any law not expressly repealed by this Act;

(*c*) any enactment regulating the procedure for the realization of rents in estates belonging to the Government, or under the management of the Court of Wards, or of the revenue-authorities;

(*d*) any enactment relating to the avoidance of tenancies by a sale for arrears of the Government revenue;

(*e*) any enactment relating to the partition of out revenue-paying estates;

(*f*) any other special or local law not repealed either expressly or by necessary implication by this Act; or

(*g*) any incident of a ghátwálí or other service tenure.

Illustration.

The custom that an under-raiyat should, under certain circumstances, acquire a right of occupancy is not inconsistent with, and is not expressly or by necessary implication modified or abolished by, the provisions of this Act. That custom accordingly, wherever it exists, will not be affected by this Act.

C. B., s. 19. Expl. 4 (*f*).
B. B., s. 19. Expl. 4 (*c*), proviso.

CHAPTER II.

Of the Distinction between Khamar and Raiyatí Land.

Khamar land defined.

5. "*Khamar land*" means—

1*st*, land situated elsewhere than in Bihár which a proprietor has held, whether under the name of khamar, nij-jote, ser or otherwise, as his private land for twelve continuous years before the commencement of this Act, and

C. B., s. 81.
B. B., ss 3 & 75.

2*nd*, land situate in Bihár which—

(*a*) is recognized as zeraat by a village custom established before the commencement of this Act: or

(*b*) is proved to have been held by a proprietor as zeraat for twelve continuous years immediately before the commencement of this Act.

All other land to be raiyatí.

6. All land which is not khamar land of some estate shall be deemed to be raiyatí land, and all land shall be presumed to be raiyatí land until the contrary is proved.

& 75.

Power to order survey and register of khamar lands.

7. The Local Government may direct that a survey and register shall be made of all khamar land situate in any district or part of a district.

B. B., s. 76.

Mode of making survey.

8. The survey shall be made by the Collector or by an officer authorized by the Collector in that behalf, under such rules as may from time to time be prescribed by the Local Government for the conduct of such surveys; and the Collector or such officer may exercise any of the powers conferred upon a Collector by the Bengal Survey Act of 1875, except the powers in Part IV of the said Act relating to the apportionment and recovery of expenses.

B. B., s. 77.

V. (B. C.) of 1875.

Publication of register.

9. The Collector shall make a register, in such form as the Local Government may from time to time prescribe, of such lands in each village as he may ascertain to be khamar lands within the meaning of the definition contained in section five; and copies of that register shall be published in such manner as the Local Government may direct.

B. B., s. 78.

Appeals.

10. (1) Any person dissatisfied with any entry in the register may appeal to the Commissioner within one month after the publication; and the Commissioner shall make such enquiry as he considers necessary, and may direct the register to be amended in such manner as he thinks fit.

B. B., s. 79.

(2) An appeal shall lie to the Board of Revenue from any order passed by the Commissioner under this section, if preferred within one month from the date of the order.

B. B., s. 80.

Submission of register to Board of Revenue and Local Government.

11. If no appeal is preferred to the Commissioner, or after such appeals as have been so preferred have been disposed of, the Commissioner shall submit to the Board of Revenue a copy of the register, with a report showing how the survey and register have been made; and, if the Board are satisfied that the register is correct, they shall transmit the same to the Local Government for its approval.

B. B., s 81.

Approval of register.

12. If the Local Government approves the register, it may direct that its approval of the same be notified in the official Gazette: provided that its approval shall not in any case be given until after three months from the date of the publication under section nine.

B. B., s. 82.

Consequence of notification of approval.

13. When the approval of a register by the Local Government has been notified under section twelve, all land entered in the register shall, notwithstanding anything in the foregoing sections, be deemed to be khamar land, and all other land situate in the local area for which the register has been prepared shall, notwithstanding anything as aforesaid, be deemed to be raiyatí land.

Chapter III.—Of Tenure-holders generally.

A.—Of the Right to hold at fixed rents.

[D., 20 & 37.
C. B., ss. 6 & 16.
B. B, ss. 6 & 15.]

Land held at rent unchanged since Permanent Settlement not liable to enhancement.

14. Where land has been held by a tenant and his predecessors in interest at a rent which has not been changed from the time of the Permanent Settlement, then, subject to the provisions of this Act, the rent shall not be liable to enhancement, and the tenant shall be deemed to be a tenure-holder for the purposes of this Act.

D., ss. 21 & 38.
C. B., ss. 6 & 17.
B. B., ss. 6 & 16.

Presumption from twenty years' holding at unchanged rent.

15. Where land has been held by a tenant and his predecessors in interest at a rent which has not been changed for twenty years, then, subject to the provisions of this Act, it shall be presumed, until the contrary is shown, that it has been held by them at that rent from the time of the Permanent Settlement.

[D., s. 38.
C. B., s. 16.
B. B., s. 15.
Expl. I.]

Application of sections 14 and 15 when rent is paid in kind.

16. When a tenant has paid as rent a fixed share or the value of a fixed share of the produce of the land, the rent shall not be deemed to have been changed within the meaning of sections fourteen and fifteen merely by reason of the amount paid having varied from year to year, or by reason of the rent having been commuted to a fixed money-rent.

[D., s. 37.
C. B, s. 16.
Expl. II.
B. B, s. 15.
Expl. II.]

Effect of separation of amalgamation of holding.

17. The operation of the foregoing sections of this chapter shall not be affected by the fact of land having been separated from other land which formed with it a single holding, or amalgamated with other land into one holding.

18. (1) Where a tenure has been held from the time of the Permanent Settlement, its rent shall not be liable to enhancement except on proof— [D., s. 19. C. B., s. 7. B. B., s. 7]

Tenure held since Permanent Settlement liable to enhancement only in certain cases.

(*a*) that the landlord under whom it is held is entitled to enhance the rent thereof either by the special custom of the district, or by the conditions under which the tenure is held, or

(*b*) that the tenure-holder, by receiving reductions of his rent, has subjected himself to the payment of the increase demanded, and that the lands are capable of affording it.

(2) A reduction of rent granted to a tenure-holder, on account of diluvion or for land taken under the provisions of any enactment for the time being in force for the acquisition of land for public purposes or companies, shall not be deemed a reduction within the meaning of this section.

19. Nothing in the foregoing sections of this chapter shall apply to land held under a terminable agreement. [D., s. 20. C. B., s. 6. B. B., s. 6]

Saving as to land held under terminable agreement.

20. Where the area comprised in a tenure is situate in an estate which has never been permanently settled, nothing in the foregoing sections of this chapter shall prevent the enhancement of the rent upon the expiration of a temporary settlement of the revenue unless the right to hold beyond the term of the settlement at a fixed rate of rent has been expressly recognized in settlement-proceedings by a Revenue-authority empowered by the Government to make definitively or confirm settlements. [C B., ss. 6 & 17, Exception. B. B., ss. 6 & 16, Exception.]

Saving as to land held in a district not permanently settled.

B.—Of the enhancement of rent.

21. (1) Where the rent of a tenure-holder is liable to enhancement, it may, subject to any contract between the parties, be enhanced up to the limit of the customary rate payable by persons holding similar tenures in the vicinity. [D., s. 23. C. B., ss. 9 & 12 B. B., ss 9 & 10.]

Limits of enhancement of rent of tenures.

(2) Where no such customary rate exists, it may, subject as aforesaid, be enhanced up to such limit as the Court thinks fair and equitable.

(3) In determining what is fair and equitable under sub-section two, the Court shall not, except as provided in sub-sections four and five, leave the tenure holder as profit more than thirty per centum or less than ten per centum of the balance which remains after deducting from the gross rents payable to him the expenses of collecting those rents.

(4) If more than half the land included in the area of the tenure was unreclaimed at the time when the tenure was created, and if the reclamation of the unreclaimed land was one of the objects of the creation of the tenure, and that land was reclaimed accordingly, the Court, in determining what is fair and equitable under sub-section two, shall not leave the tenure-holder as profit less than twenty per centum of the balance mentioned in sub-section three, and may leave him as profit any share of that balance whether it exceeds thirty per centum thereof or not.

(5) If, in any case to which sub-section four does not apply, the tenure-holder has made improvements on the land, the Court, in determining

what is fair and equitable under sub-section two, may leave him as profit any share of the balance mentioned in sub-section three it thinks fit, provided it be not less than ten per centum of the balance.

(6) If the tenure-holder himself occupies any portion of the land included in the area of his tenure, or has made a grant of any portion of the land either rent-free or at a beneficial rent, a fair and equitable rent shall be calculated for that portion and included in the gross rents aforesaid.

[C. B., s. 10. B. B. s. 11]

Enhanced rent not to be more than double the previous rent.

22. Where the rent of a tenure-holder is liable to enhancement, the enhanced rent fixed under section 21 shall not be more than double the rent previously payable.

[C. B., s. 10. B. B, s. 11.]

Power to order gradual enhancement.

23. The Court may, if it thinks that an immediate increase of rent would produce hardship, direct that the enhancement shall be gradual; that is to say, that the rent shall increase yearly by degrees, for any number of years not exceeding five, until the limit of the enhancement allowed has been reached.

[C. B., s. 10. B. B., s. 11.]

Rent once enhanced may not be altered for ten years.

24. When the rent of a tenure-holder has been enhanced under section 21 or by contract, it shall not be again enhanced under that section during the ten years next following the date on which it has been so enhanced.

C.—Of the Incidents of permanent tenures.

[C. B., s. 13. B. B., ss. 12 & 17.]

Incidents of permanent tenures generally.

25. Every permanent tenure shall, subject to the provisions of this Act in respect of registration, be capable of being transferred and bequeathed in the same manner and to the same extent as other immoveable property.

Permanent tenure-holder not liable to ejectment.

26. A holder of a permanent tenure shall not be ejected by his landlord except under a decree of a Civil Court passed in accordance with this Act on the ground that he has broken a condition on breach of which he is, under the terms of a written contract between him and his landlord, liable to be ejected.

D.—Of the registration of transfers of, and succession to, permanent tenures.

[D., s. 25. C. B., s. 46. B. B., s. 37.]

Landlord bound to register voluntary transfer or succession on application.

27. (1) When a transfer of a permanent tenure (other than a transfer by sale in execution of a decree or by a summary sale under Chapter IV) or a succession to such a tenure takes place, the landlord shall, subject, in the case of a patní tenure, to the provisions of section 39, register the same on application made to him by the transferor and transferee, or by the person succeeding, as the case may be, and on payment by the applicant of the fee next hereinafter prescribed.

D., s. 27. C. B., ss. 47, 49. B. B., ss. 39, 41

(2) The fee payable on an application under this section shall be as follows, namely :—

(*a*) When the application is made not more than six months from the date of the transfer or succession, a fee of two per centum upon the annual rent of the tenure: provided that no such fee shall be less that one rupee or more that one hundred rupees.

(*b*) When the application is made more than six months from the date of the transfer or succession, a fee of twenty per centum upon the annual rent of the tenure: provided that no such fee shall be less than ten rupees or more than one thousand rupees.

(3) When a landlord refuses to comply with an application for registration, made as required by sub-section one, he shall deliver to the applicant a statement in writing of the reasons for his refusal. [New

Application may be served through Revenue-officer.

28. (1) An application for the registration of a transfer of, or a succession to, a tenure may, instead of being made to the landlord under section 27, be made to such Revenue-officer as the Local Government may from time to time appoint in this behalf; and, on its being so made and on the fee payable under section 27 being paid to the officer, he shall cause a notice to be served on the landlord, requiring him to register the transfer or succession, and informing him that the fee has been received and will be paid to him on demand when the registration has been effected. [New.]

(2) A landlord on whom a notice is served under this section shall, subject in the case of a patní tenure to the provisions of section 39, be bound to comply forthwith with the requisition therein contained.

Registration in case of transfer by sale in execution of decree other than decree for rent.

29. (1) When a permanent tenure is sold in execution of a decree other than a decree for arrears of rent due in respect thereof, the Court shall, before confirming the sale under section 314 of the Code of Civil Procedure, require the puchaser to pay into Court the registration fee prescribed by section 27, clause (*a*), and such further fee for service of notice of the sale on the landlord as may be prescribed by the rules under section 35. [C. B., ss. 47. 48 (*c*) B. B., ss. 39, 40(*c*).] XIV of 1882.

(2) When the sale has been confirmed, the Court shall forthwith cause to be served on the landlord a notice of the sale, requiring him to register the same, and informing him that the registration-fee has been received and will be paid to him on demand when the registration has been effected; and the landlord shall be bound to comply with the requisition forthwith.

Registration in case of transfer by sale in execution of decree for rent or by summary sale.

30. When a permanent tenure is transferred by sale in execution of a decree for arrears of rent due in respect thereof, or by summary sale under Chapter IV, the landlord shall be bound to register the transfer without any application or requisition being made to him in this behalf, and without the payment of any fee.

Effect of omission to register voluntary transfer.

31. When a transfer of a permanent tenure (not being a transfer by sale in execution of a decree or by summary sale under Chapter IV) has taken place, the landlord may, until the transfer has been registered under section 27, or a Revenue-officer has ordered a notice to be served under section 28, hold the transferor and transferee jointly and severally liable for arrears of rent accruing subsequent to the transfer. D., § 10. [C. B., ss. 46. 48 (*a*), 49(*c*. B. B., ss. 37. 40 (*a*) and 41.

[C. B., s. 35. B. B., s. 44.]

Application to Court to compel landlord to register.

32. (1) When a landlord refuses or neglects for a period of one month to register a transfer or succession which he is bound to register under the foregoing sections, the transferor or transferee, or, as the case may be, the person succeeding, may apply to any Civil Court having jurisdiction in the local area within which the land is situate to compel such registration.

(2) The Court to which an application is made under sub-section one may issue a notice to the landlord, and, when the application is made by one party to a transfer, also to the other party or parties to the transfer, requiring him or them, as the case may be, to show cause, at a time and place therein specified, why the transfer or succession should not be registered.

(3) If no cause as aforesaid is so shown, the Court may make an order directing the landlord to register the transfer or succession, and the order so made shall have the force of a decree in a suit.

[C. B., ss. 50 and 51. B. B., ss. 42 and 43.]

Application by landlord to compel registration.

33. (1) When a transfer (other than a transfer by sale in execution of a decree or by summary sale under Chapter (IV) or a succession registrable under the foregoing sections has taken place, and no application is made for its registration within the six months following the date on which it has taken place, the landlord may apply to any Civil Court as aforesaid to compel the parties to the transfer, or the person succeeding, as the case may be, to consent to its registration and pay the fee mentioned in section 27, clause (b).

(2) The Court to which an application is made under sub-section one may issue a notice calling upon the parties to the transfer, or the person succeeding, as the case may be, to show cause, at a time and place specified in the notice, why they or he should not consent to the registration and pay the fee.

(3) If no cause as aforesaid is so shown, the Court may make an order authorizing the landlord to register the transfer or succession, and directing the transferee, or the person succeeding, as the case may be, to pay the fee ; and the order so made shall have the force of a decree in a suit.

[C. B., s. 54. B. B., s. 46.]

Landlord to give copies of entries in the register.

34. When a transfer of, or a succession to, a tenure has been registered under the foregoing sections every person to or from whom the tenure or any share thereof is transferred, or (as the case may be) every person succeeding to the tenure, shall be entitled to receive free of charge from the landlord on demand a copy of the entry in the register relating to the tenure, certified under his hand as a true copy, and to receive from time to time in like manner as may additional copies as he may demand : provided that for every such additional copy he shall pay to the landlord such fee, not less than *eight annas* or more than *five rupees*, as the Board of Revenue may from time to time fix in this behalf.

[C. B., s. 54. B. B., s. 46.]

Power to make rules regarding registration.

35. (1) The Board of Revenue may from time to time, by rules consistent with this Act and published in the official Gazette, prescribe forms for the registers to be maintained under

the foregoing sections, and determine the mode in which, and the place at which, applications are to be made under section 27, and generally the procedure to be followed in regard to registration.

(2) In making any rule under sub-section one the Board may provide that any breach thereof shall be punishable with fine which may extend to fifty rupees.

CHAPTER IV.

OF PATNÍ TENURES.

Definition of patní tenure.

36. "Patní tenure" means a tenure of the kind described in Schedule II annexed to this Act, and includes the darpatní and other similar under-tenures referred to in that schedule. [D., s. 26. C. B., ss. 14. & 15. B. B., ss. 13 & 14.]

Incidents of patní tenures.

37. (1) Every patní tenure shall be deemed to be a permanent tenure. D., s. 26. C. B., s. 14. B. B., s. 13.

(2) The holder of a patní tenure may, subject to the provisions of this Act, let the land comprised in his tenure or any part thereof.

Right of landlord of patní tenure to demand security from transferee.

38. When a patní tenure is transferred, whether voluntarily or by sale in execution of a decree, or by summary sale under section 42, the landlord may require the transferee to furnish substantial security, to the amount of one-half years' rent of the tenure, for the payment of the rent and the fulfilment of the other conditions of the tenure. [B. B., s. 45. (*a*).]

Landlord may refuse registration of voluntary transfer when security is not given.

39. When a patní tenure is transferred otherwise than by sale in execution of a decree, or by summary sale under section 42, the landlord may refuse to register the transfer under Chapter III of this Act until the security required under section 38 is furnished. [B. B., s. 45. (*a*).]

Landlord may attach tenure sold in execution or by summary sale when security is not given.

40. (1) In the case of a transfer by sale in execution of a decree, or by summary sale under section 42, if security is demanded by the landlord from the purchaser under section 38, and is not furnished within one month from the date on which it is so demanded, the landlord may attach and hold possession of the tenure to the exclusion of the transferee until the security is furnished. [B. B., s. 45 (*b*).]

(2) While an attachment under this section continues, the landlord may collect the rents from the undertenure-holders or raiyats, and, after deducting therefrom the cost of the attachment, the expenses of collection and the rent due to himself, he shall hold the balance in trust for the purchaser.

(3) If the rents so collected are not sufficient to discharge the cost of the attachment, the expenses of collection, and the rent due to the landlord, the purchaser shall be liable for the deficiency, and the landlord may proceed against him for the recovery of the same.

Application to Civil Court, if security tendered is refused.

41. (1) If the security tendered under section 38 by any transferee is rejected by the landlord, the transferee may, within three months from the date of the rejection apply to the Civil Court for an order directing the landlord to receive the security, and the Court, if [B. B., s. 45 (*c*).]

satisfied of the sufficiency of the security tendered, may make such order, or, if not so satisfied, may make an order rejecting the application.

(2) No appeal shall lie from any order under this section.

Recovery of arrears by summary sale.

42. If default is made in payment of the rent due in respect of a patní tenure, held immediately from a proprietor, the landlord may, in addition to any other remedy given him by law, apply for the summary sale of the tenure in accordance with the rules for the sale of patní taluqs at the instance of zemindars, contained in Schedule III annexed to this Act:

Provided that nothing in those rules shall entitle a purchaser at any such sale to eject an occupancy-raiyat or cancel any contract entitling him to hold at a rent which was fair and equitable at the time the contract was made.

CHAPTER V.

Of Occupancy Raiyats generally.

[B. S., 19, Expl. II.]

Interpretation.

43. For the purposes of this Chapter—

(*a*) "village" means an area included in a village-map of the revenue-survey within the same exterior boundary, and, where no such maps have been prepared, such area as the Local Government or any officer appointed by the Local Government in this behalf may determine: and

[New.]

(*b*) where two or more estates have been created by one or more partitions taking place since the first day of January 1853, the area comprised in the parent estate of which they would have formed part if no such partition had taken place, shall be deemed to be a single estate.

[B. B., s. 19(1), & Expl. IV & proviso.]

Present occupancy-raiyats to become occupancy-raiyats under Act.

44. Every raiyat who, immediately before the commencement of this Act, has, by the operation of any enactment, by custom having the force of law, or otherwise a right of occupancy in any land shall, when this Act comes into force, become, for the purposes of this Act, an occupancy raiyat of that land.

Acquisition of status of settled raiyat of village or estate.

45. (1) Every person who, for a period of twelve years, whether before or after the commencement of this Act, has continuously held, as a raiyat, raiyatí land situate in any village or estate, shall, notwithstanding any contract to the contrary, and though the land so held by him at different times during that period may have been different, be deemed to have become, on the expiration of that period, a settled raiyat of that village or estate.

(2) A person shall be deemed for the purposes of this section to have held as a raiyat any raiyatí land held as a raiyat by a person whose heir he is.

(3) Raiyatí land held by two or more co-sharers as a raiyatí holding shall be deemed for the purposes of this section to have been held as a raiyatí holding also by such co-sharer.

Loss of status of settled raiyat.

46. If a settled raiyat of a village or estate has ceased for a period of one year, whether before or after the commencement of this Act, to hold raiyatí land as a raiyat in that village or estate, either alone or as a co-sharer with others, he shall be deemed to have ceased,

on the expiration of that period, to be a settled raiyat of that village or estate.

Settled raiyat to have occupancy right in raiyatí land held by him in village or estate.

47. Every settled raiyat of a village or estate holding after the second day of March 1883 as a raiyat any raiyatí land comprised in that village or estate shall, notwithstanding any contract to the contrary, be deemed to acquire or have acquired in that land a right of occupancy under the law for the time being in force:

Provided that a person shall not acquire a right of occupancy under this section in respect of any land held by him alone as owner, tenure-holder, or ijáradár. [D., s. 40, Expls. I & V] [B. B., s. 19, Expl. IV.]

Acquisition of occupancy-right by grant.

48. (1) A proprietor or permanent tenure-holder from whom a person takes land as a raiyat, or immediately under whom a person holds land as a raiyat, may grant to that person an occupancy-right in respect of that land.

(2) An occupancy-right granted under this section shall be deemed to be an occupancy-right within the meaning of this Act.

Acquisition of occupancy-right in khamar land

49. (1) Every person who, for a period of twelve years ending after the commencement of this Act, has held khamar land as a raiyat shall, unless he has held it for any portion of that period under a lease for a fixed period, acquire a right of occupancy in that land. [D., s. 40, Expl. V.] [B. B., s. 19, Expl. III (*b*), Expl. IV (*f*).

(2) The holding of the father or other person from whom a raiyat inherits shall be deemed to be the holding of the raiyat for the purposes of this section.

Incidents of occupancy-right generally.

50. When a raiyat has an occupancy-right in respect of any land, the following provisions shall, notwithstanding any contract between him and his landlord to the contrary, apply, namely:—

(*a*) he may use the land in any manner which does not render it unfit for the purposes of the tenancy: [B. B., s. 69.]

(*b*) he may make improvements on the land as by this Act provided:

(*c*) he shall pay rent at fair and equitable rates determined as by this Act provided: [B B., s. 21 (*d*).]

(*d*) he shall not be ejected by his landlord from the land, except in execution of a decree for ejectment passed in accordance with this Act on the ground that he has used the land in a manner which renders it unfit for the purposes of the tenancy, or that he has broken a condition consistent with the provisions of this Act and on breach of which he is, under the terms of a written contract between him and his landlord, liable to be ejected: [B. B., s. 21 (*c*)., 31, 69 (*a*).]

(*e*) he may sub-let the land or any part thereof [B. B. s. 71.]

(*f*) his interest in the land shall, subject to the rights reserved to the landlord by this Act, be capable of being transferred, and bequeathed by will in the same manner and to the same extent as other immoveable property: [B. B., s. 21 (*a*) and (b).]

(*g*) his interest in the land shall, if he dies intestate in respect of it, descend in the same manner as any other immoveable property: provided that, in any case in which, under the law of inheritance [B. B s. 21 (*c*).]

to which he is subject, his other property goes to the Crown, his interest in the land shall go to his landlord.

Landlord's right of pre-emption on voluntary sale of occupancy-right.

51. (1) When an occupancy-raiyat intends to sell his occupancy-right to any person other than the landlord, he shall file in the office of the Collector, or of the officer in charge of the sub-division, for service on the landlord, a written notice of his intention, stating the person to whom he intends to sell the right, and shall defer proceeding with the sale for one month from the date on which he files the notice.

(2) The officer in whose office the notice is filed shall forthwith cause it to be served on the landlord.

(3) The landlord may, within the period of one month from the date of the notice being filed, claim to purchase the occupancy-right from the raiyat at such price as may be agreed on between them, or, if they cannot agree on a price, at such price as may be fixed by the Civil Court on an application made to it in this behalf by the landlord within the said period of one month; and if the landlord so claims, the raiyat shall sell the right to him accordingly.

(4) If a raiyat sells his right of occupancy in contravention of this section, the landlord may, within six months from the date of the sale, claim to purchase the right from the purchaser or any other person into whose hands it may have passed at a price ten per centum below its estimated value; and if the landlord so claims, the purchaser or that person, as the case may be, shall sell the right to him accordingly.

Landlord's right of pre-emption on sale in execution.

52. Where an occupancy-right is sold in execution of a decree, and two or more persons, one of whom is the landlord, respectively advance the same sum at any bidding, the bidding shall be deemed to be the bidding of the landlord.

Landlord's right to take the place of mortgagee on foreclosure.

53. (1) Where a right of occupancy has been mortgaged by the raiyat and an order absolute for foreclosure is applied for in respect of it under section 87 of the Transfer of Property Act, 1882, the Court shall, if it proposes to make the order, cause a notice of the application to be served on the landlord, and shall defer making the order for a period of one month from the service of the notice.

IV. of 1882.

(2) If the landlord within the said period of one month pays into Court the amount requisite to redeem the mortgage, the Court shall pay that amount to the plaintiff in the suit, declare the landlord entitled to stand in the place of the plaintiff, and pass an order absolute for foreclosure in favour of the landlord.

(3) An order absolute passed under sub-section two shall have the same effect as if the landlord had been the mortgagee and the plaintiff in the suit.

Landlord's right to purchase in case of gift of occupancy-right.

54. (1) When an occupancy-raiyat makes a gift of his occupancy-right to any person other than his landlord, he shall forthwith file in the office of the Collector, or of the officer in charge of the sub-division, for service on the landlord, a written notice of the gift, stating the person to whom he has made it.

(2) The officer in whose office the notice is filed shall forthwith cause it to be served on the landlord.

(3) The landlord may, within the period of one month from the date on which the notice is filed, claim to purchase the right from the donee, or any other person into whose hands it may have passed, at such price as may be agreed on between them, or, if they cannot agree on a price, at such price as may be fixed by the Civil Court on an application made to it in this behalf by the landlord within the said period of one month, and, if the landlord so claims, the donee or other person as aforesaid shall sell the right to him accordingly.

(4) If a raiyat makes a gift of his occupancy-right, and does not comply with the provisions of this section, the landlord may, within six months from the date on which the gift is made, claim to purchase the right from the donee, or any other person into whose hands it may have passed, at a price ten per centum below its estimated value; and, if the landlord so claims, the donee or that person, as the case may be, shall sell the right to him accordingly.

Landlord's right to purchase where occupancy-right is bequeathed.

55. When an occupancy-raiyat dies, and any person, other than a person to whom, if the raiyat had died intestate, the occupancy-right would have descended, acquires that right under a bequest made by the raiyat, the landlord may, within the period of six months from the date on which the right is so acquired, claim to purchase the right from the legatee, or any other person into whose hands it may have passed, at such price as may be agreed upon between them, or, if they cannot agree upon a price, at such price as the Civil Court may, on the application of the landlord, made within the said period of six months, fix in this behalf, and if the landlord so claims the legatee or other person as aforesaid shall sell the right to him accordingly.

Raiyat of land of which landlord has acquired occupancy-right to be an occupancy-raiyat.

56. Notwithstanding any contract to the contrary, when the landlord of an occupancy-raiyat acquires, under the foregoing sections or otherwise, the occupancy-right in any of the land comprised in the holding, any person thereafter holding the land as a raiyat shall have a right of occupancy in respect of it, and, if immediately before the acquisition of the right by the landlord the rent of the land was a money-rent, shall be entitled to hold at a money-rent fixed in accordance with the provisions of this Act.

Acquisition of status of settled raiyat by succeeding to occupancy-right.

57. Every person succeeding by way of intestate succession to the occupancy-rights, or any share of the occupancy-rights, of a settled raiyat of a village or estate, in respect of any land situate in that village or estate, shall become a settled raiyat of the village or estate:

Provided that, when a person so succeeding holds as a raiyat at the time when he so succeeds other land in the same village or estate, he shall not, merely by reason of becoming a settled raiyat of the village or estate under this section, acquire, under section 47, an occupancy-right in that other land.

CHAPTER VI.

OF THE RENT PAYABLE BY OCCUPANCY-RAIYATS.

(*A*).—*Of money-rents generally.*

[B. B., 21(*d*).]

Existing money-rents payable until altered as herein provided.

58. A money-rent payable by an occupancy-raiyat shall be presumed to be fair and equitable, and shall continue to be paid by him until it is enhanced under this Act or reduced.

[New.]

Enhancement of money-rents by contract.

59. (1) A money-rent payable by an occupancy-raiyat may be enhanced by a contract in writting approved of, and registered by, a Revenue-officer appointed by the Local Government in this behalf.

(2) A Revenue-officer shall not, under this section, approve or register any contract by which a raiyat engages to pay a rent more than *six* annas per rupee greater than that previously payable, or more than one-*fifth* of the estimated average annual value of the gross produce of the land in staple crops, calculated at the price at which raiyats sell at harvest-time, or any contract, until he has satisfied himself that it is fair and equitable, and that the raiyat in entering into it acts as a free agent.

[B. B., s. 21 (*d*).]

Money-rents not enhanceable except as provided.

60. Except as provided by section 59, or on account of an addition to the area of the holding by alluvion or otherwise, a money-rent payable by an occupancy-raiyat shall not be enhanced otherwise than by a decree passed under this chapter.

Limit of money-rent payable by settled raiyat taking new holding.

61. (1) When raiyatí land which has previously been held by a tenant at a money-rent is let to a settled raiyat of the village or estate in which it is situate, that raiyat shall not be bound to pay therefor any rent higher than that which was paid by the previous tenant, unless the higher rent has been fixed by a contract in writing, approved of and registered by a Revenue-officer appointed by the Local Government in this behalf.

(2) A Revenue-officer shall not under this section approve of or register any contract by which a raiyat engages to pay a rent more than one-*fifth* of the estimated average annual value of the gross produce of the land in staple crops, calculated at the price at which raiyats sell at harvest-time, or any contract, until he has satisfied himself that it is fair and equitable, and that the raiyat in entering into it acts as a free agent.

B.—Of the preparation of a table of rates and produce, and of suits to enhance money-rents where such a table is in force.

[B. B., ss. 131 & 132.]

Power to direct preparation of table.

62. The Local Government may, by an order in the official Gazette, direct a Revenue-officer to prepare for any local area, with the aid of such assessors as the Local Government may appoint in this behalf, a table showing for each class of land comprised in that area the rate of rent fairly and equitably payable by occupancy-raiyats, the average gross produce of the land and the average value of that produce.

Contents of table.

63. The table shall specify—

[B. B., s. 133.]

(*a*) the several classes of land for which, having regard to the nature of the soil, situation, means of irrigation and other like considerations, it is necessary to fix different rates of rent;

(*b*) the rate, or the maximum and minimum rates, of rent fairly and equitably payable by occupancy-raiyats holding land of each such class; and

(*c*) the estimated average amount, or the maximum and minimum estimated average amounts, of the gross produce in staple crops of land of each such class, and the estimated average value or values of that produce.

Principle on which rent-rates are to be fixed.

64. In fixing the rate of rent for any class of land under section 63 regard shall be had—

(*a*) to the rates of rent ordinarily payable by occupancy-raiyats for land of that class at the time the table is prepared;

(*b*) to the value of the average annual gross produce of land of that class and the cost of raising such produce about the time at which those rates were fixed, or, if that time or the value and cost about that time cannot readily be ascertained, to the value of the average annual gross produce and the cost of raising such produce about any other time which it may appear equitable to take for the purpose of comparison;

(*c*) to the value of the average annual gross produce of land of that class and the cost of raising such produce at the time at which the table is prepared; and

(*d*) to the following rule, namely, that when the rate of rent for any class of land is raised on account of an increase in the value of the average gross produce of land of that class, the new rate shall not bear to the old rate a higher proportion than the increased value of the produce bears to the former value:

Provided that the rate fixed for any class of land shall not in any case exceed one-*fifth* of the estimated average annual value of the gross produce in staple crops of land of that class, calculated at the price at which raiyats sell at harvest-time. [B. B., s. 24, cl. (*c*).]

Local publication of the table.

65. When the Revenue-officer has prepared the table, he shall publish it in the local area to which it relates in the vernacular language prevailing in that local area, in such manner as the Board of Revenue may from time to time prescribe. [B. B., s. 187.]

Revenue-officer to deal with objections.

66. Any person objecting to any entry in the table may present a petition to the Revenue-officer within a period of one-month after the publication; and the Revenue-officer, with the aid of the assessors, shall consider any such objection, and may alter or amend the table. [B. B., s. 188.]

Table to be submitted to superior Revenue-authorities.

67. If no objection is made within the said period of one month, or, where objections are made, after those objections have been disposed of, the Revenue-officer shall submit the table, together with his proceedings, a report setting forth the grounds of his decision on each point, and any petitions of objection which may have been [B. B., s. 189.]

received through the Commissioner of the Division, to the Board of Revenue for approval.

[B B., s. 140.]

Proceedings of Board of Revenue thereupon.

68. The Board of Revenue may amend the table submitted under section 67 in any manner which appears to it proper, and may allow in whole or in part any objection forwarded therewith or subsequently made, or may return the case for further enquiry.

[B. B., s. 141.]

Publication of table after final sanction.

69. When a table of rates has been sanctioned by the Board, it shall be submitted to the Local Government, which may amend the same in any manner it thinks fit, and may direct, if it thinks fit, that the table or amended table shall be published in the official Gazette with a specification of the local area to which it applies.

[B. B., s. 143.]

Period for which table remains in force.

70. A table for any local area published under section 69 shall come into force on the date on which it is so published, and shall continue in force for such period, not less than ten or more than thirty years, as the Local Government at the time of publication may direct.

[B. B., s. 142]

Table to be conclusive evidence.

71. The publication of a table under section 69 shall be conclusive evidence in any proceeding under this Act—

(1) that the proceedings for the preparation of the table have been duly conducted in accordance with this Act;

(2) that, except as in this Act provided, the rates shown in the table for each class of land are the fair and equitable rates payable for land of that class by occupancy-raiyats within the local area to which the table applies;

(3) that the average gross produce of land of any class, and the average value thereof are in accordance with the gross produce and the value specified in regard to that class in the table.

Expenses incurred in preparing table how defrayed.

72. All expenses incurred by the Government in preparing a table of rates and produce for any local area including the salaries of all officers employed exclusively in its preparation, and such portions as the Local Government may from time to time fix of the salaries of officers employed in its preparation in addition to their other public duties, shall be defrayed by occupancy-raiyats and their landlords in that local area in such proportions as the Local Government may from time to time determine; and the proportion of those expenses so to be defrayed by any person shall be recoverable from him as if it were an arrear of land-revenue due by him.

[B. B., s. 144.]

Suit to enhance where table is in force.

73. When a table is in force under the foregoing sections for any local area, the landlord of any holding within that area held by an occupancy-raiyat at a money-rent, may, subject to the provisions of section 78, institute a suit to enhance the rent then payable on the ground that it is below that which would be payable at the rates shown in the table; and the Court shall enhance the rent in accordance with the rates shown in the table, or, where for any class of land a maximum and a minimum rate are

entered in the table, to such rate, not higher than the maximum and not lower than the minimum, as it thinks fit: Provided that—

1st.—Where the rent of any land comprised in the holding would, by reason of a change having taken place in or in regard to the land since the raiyat or his predecessor in interest began to hold it, be fixed under this section at a higher rate, and would, but for that change, have been fixed under this section at a lower rate, the following rules shall apply, namely :—

(*a*) if the change has been effected solely by the agency or at the expense of the raiyat or his predecessor in interest, the Court shall fix the rent of that land at the lower rate; [B. B., s. 23, cls. (3) & (4).]

(*b*) if the change has been effected partly by the agency or at the expense of the landlord or his predecessor in interest, and partly by the agency or at the expense of the raiyat or his predecessor in interest, the Court shall fix the rent of the land at such rate intermediate between the higher rate and the lower rate as, having regard to all the circumstances of the case, it thinks fair and equitable; and [New.]

(*c*) if it is not proved that the change has been effected by the agency or at the expense of the landlord or the raiyat, or the predecessor in interest of either of them, the Court shall fix the rent of the land at a rate equal to the lower rate, together with half the difference between the higher rate and the lower rate. [B. B. s. 24 (*a*).]

2ndly.—When the raiyat proves that by contract or by custom, or on some equitable ground, he is entitled to hold at a rate lower than the rate applicable under this section, the Court shall fix the rent at the lower rate. [B. B., ss. 24 (*a*), 142 proviso.]

Illustrations.

(*a*) The rates shown in the table for land of a certain description are—

when the land is irrigated from a well...Rs. 4 per acre
when the land is not so irrigated ...Rs. 2 „

The holdings of *A*, *B*, *C*, and *D*, occupancy-raiyats, are composed of land of that description irrigated from wells constructed on these holdings respectively.

The well on A's holding is an ancient one existing from a time anterior to the tenancy; that on B's holding has been constructed by the landlord since the commencement of the tenancy; that on C's holding has been constructed by the raiyat; that on D's holding has been constructed by the landlord and raiyat, each contributing some portion of the labour and materials. The rents of the holdings of A and B must be fixed at Rs. 4 per acre, that of C's holding at Rs. 2 per acre, and that of D's holding at such rate intermediate between Rs. 2 and Rs. 4 as the Court thinks fair and equitable.

(*b*) The rates shown in the table for land of a certain description are as follows :—

when such land is irrigated from a branch of a river ... ... Rs. 4 per acre
when such land is not so irrigated ... Rs. 2 „

The holdings of E and F, occupancy-raiyats, are composed of land of that description, and were not irrigable until 40 years ago, when, owing to a change in the course of a neighbouring river, a new branch established itself

contiguous to them. E has been in occupation of his holding 50 years, F only 30; the rent of E's holding must be fixed at Rs. 3, that of F's holding at Rs. 4.

C.—Of suits to enhance money-rents where a table of rates and produce is not in force.

[B. B., ss. 23 (1), (3) and (4), 4 (e) 2.]

Grounds on which landlord may sue to enhance where table is not in force.

74. (1) The landlord of a holding held at a money-rent by an occupancy-raiyat and situate in a local area for which a table of rates and produce, prepared under the foregoing sections, is not in force, may, subject to the provisions of section 78, institute a suit to enhance the rent on one or more of the following grounds, namely:—

(1) that the rate of rent paid by the raiyat is below the prevailing rate payable by the same class of raiyats for land of a similar description and with similar advantages in the vicinity;

(2) that the productive powers of the land held by the raiyat, as compared with those powers at the time when the rent was fixed, or, when that time or the productive powers at that time cannot readily be ascertained, with the productive powers at any other time which it may appear equitable to take for purposes of comparison, have increased otherwise than by the sole agency or at the sole expense of the raiyat or his predecessor in interest and from causes not merely temporary or casual; and

(3) that the average prices of produce in the locality, or at the usual markets, as compared with similar prices about the time when the rent was fixed, or, when that time or the prices prevailing about that time cannot readily be ascertained, with the similar prices about any other time which it may appear equitable to take for purposes of comparison, have increased otherwise than by the sole agency or at the sole expense of the raiyat or his predecessor in interest, and from causes not merely temporary or casual.

(2) Nothing in this section shall affect any contract binding a landlord not to enhance the rent of a tenant.

Illustrations of Ground (1).

(*a*.) A's paternal grandfather seventy years ago reclaimed the land which A, an occupancy-raiyat, now holds, and which came to him by inheritance from such paternal grandfather. B is an occupancy-raiyat who holds land which was in a culturable state when B was first let into possession thereof. There is evidence that the hereditary descendant of a raiyat who, being the first settler, reclaimed the land has a special privilege. A and B are not raiyats of the same class.

(*b*.) A is in possession of a holding which has descended to him from his great-grandfather, who held it at the time of the Permanent Settlement. B was let into possession of his holding twenty years ago. There is evidence that the descendants of raiyats who were in possession at the time of the Permanent Settlement customarily hold at rates less than raiyats who have come into possession at a latter period. A and B are not raiyats of the same class.

[B. B., s. 24 (*a*) and (*c*.)]

Rules for enhancement under section 74.

75. All enhancements of rent on the second or third of the grounds specified in section seventy-four shall be subject to the following rules, namely:—

(*a*) If the increase of the productive powers of the land, or of the prices of produce, has been

effected wholly by the agency or at the expense of the landlord or his predecessor in interest, the landlord shall be entitled to the whole benefit of the increase:

(*b*) If the increase has been effected partly by the agency or at the expense of the landlord or his predecessor in interest, and partly by the agency or at the expense of the raiyat or his predecessor in interest, the benefit shall be divided between the landlord and the raiyat in such shares as the Court, having regard to all the circumstances of the case, thinks fair and equitable:

(*c*) If it is not proved that the increase has taken place by the agency or at the expense of the landlord or the raiyat, or the predecessor in interest of either of them, each shall be entitled to one-half of the benefit: Provided that in any such case the enhanced rent shall not bear to the rent previously payable a higher proportion than the increased productive powers or increased prices bear (as the case may be) to the former productive powers or former prices:

(*d*) The enhanced rent shall not in any case exceed one-*fifth* of the estimated average annual value of the gross produce of the land in staple crops, calculated at the price at which raiyats sell at harvest-time.

D.—Rules applicable to suits to enhance money-rents generally.

76. The rent of a holding shall not be enhanced in a suit under any of the foregoing sections of this chapter so that the enhanced rent shall be more than double the rent previously payable. [B. B., s. 24 (*b*).]

No enhancement beyond double the rent previously payable.

77. When a Court passing a decree for enhancement under any of those sections considers that the immediate enforcement of the decree in its full extent would be attended with hardship to the raiyat, it may direct that the enhancement shall be gradual; that is to say, that the rent shall increase yearly by degrees, for any number of years not exceeding five, until the limit of the enhancement decreed has been reached. [B. B., s. 24 (*d*).]

Power to order progressive enhancement.

78. When the rent of an occupancy-holding has been enhanced by a decree under any of those sections or under any enactment repealed by this Act, or by contract, or has been commuted under section 82, a suit for its enhancement shall not be instituted under this chapter within the ten years next following the date on which it has been so enhanced or commuted, except on the ground that since the rent has been so enhanced or commuted an improvement has been made by the landlord which, but for this section, would entitle him to an enhancement. [B. B., s. 143.]

Rent enhanced or commuted not enhanceable for 10 years.

E.—Of suits for the reduction of money-rents.

79. (1) An occupancy-raiyat holding at a money rent may, notwithstanding any contract to the contrary, institute a suit for the reduction of his rent on either or both of the following grounds, and, except as provided by section 96, not otherwise, namely:— [B B., s 25. (2) & (3).]

Occupancy-raiyat when entitled to reduction of rent.

(*a*) on the ground that the productive powers of the land, as compared with those powers at the time

when the rent was fixed, or, when that time or the productive powers at that time cannot readily be ascertained, with the productive powers at any other time which it may appear equitable to take for purposes of comparison, have decreased from some cause beyond the raiyat's control, and not merely temporary or casual;

(*b*) on the ground that the average prices of produce in the locality or at the usual markets, as compared with similar prices about the time when the rent was fixed, or, when that time or the prices prevailing about that time cannot readily be ascertained, with the average prices prevailing about any other time which it may appear equitable to take for purposes of comparison, have decreased from some cause beyond the raiyat's control, and not merely temporary or casual.

(2) In any suit instituted under this section the Court may direct such reduction of the rent as it thinks fair and equitable.

F.—Special rules regarding money-rents payable for pasture-lands.

[B. B., s. 23, Expl. II. & s. 24 (*e*).]

Special rules for pasture-lands.

80. (1) Sections 62 to 79, both inclusive, shall not apply to land fit to be used, or which in accordance with local usage is used only as pasture; but when such land is held at a money-rent by an occupancy-raiyat, the landlord may, subject to any contract between the parties, institute a suit to enhance the rent on the ground—

(*a*) that the rate of rent payable by the raiyat is below the prevailing rate payable by the same class of raiyats for land of a similar description and with similar advantages in the vicinity, or

(*b*) that, having regard to the increase of rent on arable land in the vicinity since the rent payable by the raiyat was fixed, it is reasonable to enhance that rent.

(2) Where an enhancement is applied for on the ground mentioned in clause (*b*), the Court shall fix the rent at such rate as it thinks fair and equitable.

G.—Of rents payable in kind or varying with the crop.

Limit to amount of rent payable in kind or varying with crop.

81. (1). Where an occupancy-raiyat pays rent in kind, or pays as rent the value of a certain share of the actual gross produce, the following rules shall apply, namely:—

(*a*) notwithstanding any contract or custom to the contrary, the landlord shall not be entitled to recover, in respect of any portion of the holding on which staple crops are grown, more than half the gross produce or its value, as the case may be;

(*b*) the landlord shall not, except under a contract in writing, be entitled to recover, in respect of any portion of the holding on which other crops are grown, any other description or any greater amount of rent than a sum equal to one-half of the estimated average value of the produce of that portion of the holding if staple crops were grown on it.

(2) Nothing in this section shall prevent a landlord recovering the value of any seed, labour or other assistance he may have contributed towards the production of the crop.

82. (1) An occupancy-raiyat whose holding consists of raiyatí land, and who pays rent in kind, or pays as rent the value of a certain share of the actual gross produce of the holding, may, notwithstanding any contract to the contrary, sue to have his rent commuted into a money-rent. C. R. and 92.

Commutation of rents.

(2) The money-rent shall be fixed at the discretion of the Court—

(*a*) according to the prevailing money-rent payable by the same class of raiyats for land of a similar description and with similar advantages in the vicinity, or

(*b*) according to the average value of the rent actually received by the landlord during the preceding five years.

(3) When a money-rent is fixed under clause (*b*), a reasonable deduction shall be made by the Court from the average value aforesaid in consideration of the whole risk of cultivation being taken by the raiyat.

H.—Supplementary provisions.

83. (1) The Collector of every district shall prepare annually lists of the market-prices at harvest-time of staple crops grown in such local areas as the Board of Revenue may from time to time direct, and shall submit them to the Board of Revenue for approval or revision. [B. B., s. 45.]

Collectors to prepare annual price-lists of staple crops.

(2) The price-lists shall, when approved or revised by the Board of Revenue, be published in the official Gazette under the signature of one of the Secretaries to the Board.

(3) Any such price-list so published shall, in any proceedings under this chapter, be conclusive evidence of the prices prevailing in the local area at harvest-time in the year to which it relates.

84. The Board of Revenue may from time to time, subject to the approval of the Local Government and to the control of the Governor-General in Council, make rules— [B. B., ss. 134, 145 and 24 (*c*).[

Power to make rules.

(*a*) for the guidance of officers engaged in the preparation of tables of rates and produce under this chapter;

(*b*) for the guidance of officers engaged in the preparation of price-lists under section 83;

(*c*) determining what crops shall be deemed to be staple crops for the purposes of this chapter in any local area;

(*d*) for the guidance of Revenue-officers registering contracts under section 59 and section 61;

(*e*) for the guidance of Revenue-officers and Courts in estimating the average annual value of the gross produce of land for the purposes of sections 59 and 61 and section 75, clause (*d*).

CHAPTER VII.

Of the Right of a Settled Raiyat in Bastu Land.

85. (1) A person who is under Chapter V a settled raiyat of a village or estate as defined in that chapter shall, notwithstanding any contract to the contrary, have a right permanent, heritable and capable of being transferred [New.]

Settled raiyat to have permanent right in *bastu* land.

and bequeathed, in any *bastu* or other homestead land in that village or estate which is not comprised in an occupancy-holding and which is held by him as the site of, or for the purpose of erecting, a dwelling-house suitable for himself and his family, together with all necessary out-offices.

(2) A person having a right under sub-section one in any land in a village or estate shall not loose that right merely by reason of his ceasing to be a settled raiyat of that village or estate.

[B. B., s. 32.]

Provisions regarding ejectment.

86. (1) Notwithstanding any contract to the contrary, a person having in respect of any land a right under section 85 shall not be ejected from that land expect in execution of a decree for ejectment passed in accordance with this Act on the ground that he has broken a condition consistent with the provisions of this Act and on breach of which he is, under the terms of a written contract between him and his landlord, liable to be ejected, and, if he is so ejected, shall be entitled to compensation for any house or offices of the description referred to in section 85 which may have been erected on the land by him or his predecessor in interest whether before or after the commencement of this Act.

(2) A Court passing a decree for the ejectment of such a person shall determine the amount of compensation (if any) due to him under sub-section one, and shall make the decree conditional on the payment of that amount by the decree-holder.

[B. B., s. 33.]

Rule for enhancing rent.

87. When a person has in respect of any land a right under section 85, and the rent of the land has not been enhanced during the previous ten years, the landlord may, unless barred by any contract between the parties, enhance the rent, so that it may be equal to the rent paid by other tenants for land in the neighbourhood having similar advantages and used for similar purposes, or at his option so that it may be equal to five per centum of the market-value of the land.

CHAPTER VIII.

Of Ordinary Raiyats.

Ordinary raiyat defined.

88. Every person holding raiyatí land as a raiyat and not having a right of occupancy in respect of it shall be deemed to hold it as an ordinary raiyat.

Rents regulated by agreement.

89. An ordinary raiyat shall, subject to the provisions of section 119, pay such rent as may, from time to time, be fixed by agreement between him and his landlord.

[B. B., ss. 26, 72(5).]

Grounds on which an ordinary raiyat may be ejected from raiyatí land.

90. Notwithstanding any contract to the contrary, an ordinary raiyat shall not be ejected from raiyatí land by his landlord as such except—

(*a*) as hereinafter provided for arrears of rent,

(*b*) in execution of a decree for ejectment passed in accordance with this Act on the ground that he has used the land in a manner which renders it unfit for the purposes of the tenancy, or that he has broken a condition consistent with this Act and on breach of which he is, under the terms of a written contract between him and his landlord, liable to be ejected, or

(*c*) in execution of a decree for ejectment passed on the ground that he has refused to agree to an enhancement of rent demanded by his landlord in accordance with the provisions next hereinafter contained.

Notice of enhancement to be served through Civil Court.

91. When a landlord wishes to enhance, within the limit fixed by section 119, the rent of an ordinary raiyat holding raiyatí land at a money-rent not fixed for a term by agreement, and the raiyat does not agree to the enhancement, the landlord may cause to be served on the raiyat through the Civil Court a notice of the enhancement not less than six months before the commencement of the agricultural year in which the landlord desires the enhancement to take effect.

Raiyat may agree to enhancement. If he does not, landlord may sue to eject.

92. (1) If, within the period of one month from the service of a notice under section 91, the raiyat on whom the notice has been served presents to the Court issuing the notice a statement in writing declaring his willingness to pay the enhanced rent, he shall be deemed to have agreed to pay that rent from the commencement of the agricultural year next following.

(2) If the raiyat does not, within the said period of one month, present to the Court a statement as aforesaid, the landlord may not less than ten weeks before the commencement of the agricultural year next following, institute a suit to eject the raiyat.

Procedure in suit.

93. (1) If, in any suit instituted under section 92, the defendant appears and agrees to pay the enhanced rent demanded, his agreement shall thereupon be recorded, and he shall not be ejected, but shall be liable to pay that rent from the commencement of the agricultural year next following the date of the agreement.

(2) If the defendant does not appear, or if, on appearing, he does not agree to pay the enhanced rent demanded, the Court may pass a decree for his ejectment on condition that, within fifteen days from the date of the decree, the landlord deposits in Court—

(*a*) such sum (if any) as may be declared by the decree to be payable to the raiyat as compensation for improvements; and

(*b*) a further sum as compensation for disturbance equal to *ten* times the yearly increase of rent demanded.

Decree when absolute:

94. (1) If these sums are so deposited, the decree shall be made absolute, and the sums deposited shall be paid to the raiyat.

when to become void.

(2) If these sums are not so deposited, the decree shall become void, and the raiyat shall remain in occupation of his holding at the rent previously paid by him.

Fresh proceedings not to be taken for ten years.

95. When a raiyat has agreed, under section 92 or section 93, to pay an enhanced rent for his holding, or a decree to eject him from the holding has become void under section 94, no notice shall be served on him under section 91

in respect of that holding during the ten years next following the date on which he has so agreed, or the decree has become void, as the case may be.

CHAPTER IX.

PROVISIONS REGARDING RENT APPLICABLE TO SEVERAL CLASSES OF TENANTS.

A.—Of alterations of rent consequent on alterations of the area of the holding of a tenure-holder or occupancy raiyat.

[D., ss. 19 and 24.
C. B., ss. 8 & 18.
B. B., ss. 8, 18, 23 (2) & 25 (1).]

Additions to, and deductions from, rent in respect of alteration of area.

96. (1) Notwithstanding anything in Chapter III or Chapter VI, every tenure-holder shall, in the absence of a contract to the contrary, and every occupancy-tenant shall, notwithstanding any contract to the contrary,—

(*a*) be liable to pay additional rent for all land added to the area of his holding by alluvion or otherwise, unless he can show that the land has re-formed on the site of land which was formerly included in that area, and for the loss of which he has had no abatement of rent; and

(*b*) be entitled to a reduction of rent in respect of any diminution of the area of his holding caused by diluvion or otherwise, unless it is proved that the land lost was added to the area of the holding by alluvion or otherwise, and that an addition has not been made to the rent in respect of the addition to the area.

(2) The amount added to the rent shall be calculated at the rates payable by occupancy-raiyats for lands of a similar description and with similar advantages in the vicinity, less a deduction, in the case of a tenure-holder, of thirty per cent. for profits, risk and cost of collection.

(3) The amount abated from the rent shall bear the same proportion to the rent previously payable as the diminution of the total yearly value of the holding bears to the previous total yearly value thereof, or, in default of satisfactory proof of the yearly value of the land lost, shall bear to the rent previously payable the same proportion as the diminution of area bears to the previous area of the holding.

B.—Instalments in which money-rents are payable by tenure-holders, raiyats and under-raiyats.

[B. B., s. 47.]

Rent of tenure-holder in what instalments and on what dates payable.

97. A money-rent payable by a tenure-holder shall be paid in such instalments and on such dates as may have been agreed upon between the tenure-holder and his landlord; in the absence of agreement, in such instalments and on such dates as may be customary; and, in the absence of any agreement or custom, in such instalments and on such dates as the Board of Revenue may fix in this behalf for any local area.

[B. B., s. 47 (b).]

Rent of raiyat or under-raiyat in what instalments and on what dates payable.

98. A money-rent payable by a raiyat or under-raiyat shall, notwithstanding any contract or custom to the contrary, be paid in such instalments, and on such dates, not being

more than four in each year, as the Board of Revenue may fix in this behalf for any local area:

Provided that, when the instalments in which, and the dates on which, rent is payable are fixed by an agreement made before the commencement of this Act, or by a custom which has prevailed from before the commencement of this Act, the amount payable on each date fixed by the Board under this section for the payment of an instalment shall be equal to the aggregate of the instalments which would, under the agreement or custom, have fallen due since the date so fixed by the Board for the payment of the last previous instalment.

Making and publication of orders under sections 97 and 98.

99. (1) Every order made by the Board of Revenue under section 97 or section 98 shall be made after a consideration of the prevailing customs and the time of harvest in the local area to which it is to apply.

(2) Every such order shall be published in manner prescribed not less than three months before the commencement of the agricultural year in which it is to take effect.

C.—Of the Receipts and Accounts to be given to tenants.

Tenant making payment to his landlord entitled to a receipt.

100. (1) Every tenant who makes a payment on account of rent to his landlord shall be entitled to obtain forthwith from the landlord a written receipt for the amount paid by him.

(2) The receipt shall specify—

(*a*) the date of payment;

(*b*) the amount paid on account of principal and interest respectively, or, where the payments are made in kind, the quantity and description of produce delivered;

(*c*) where other money recoverable under any enactment for the time being in force is paid with the rent, the amount so paid.

(*d*) the holding in respect of which the rent is paid;

(*e*) the name of the person (if any) registered in the landlord's serishta as the tenant;

(*f*) the annual rent payable for the holding and the amount of rent then in arrear; and

(*g*) the instalment and year on account of which the payment is declared by the tenant to be made, or, in the absence of any such declaration, the instalment and year on account of which it has been credited by the landlord.

(3) The landlord shall prepare and retain a counterpart of the receipt containing similar particulars.

(4) Every receipt which does not contain substantially the above particulars shall be deemed to be an acquittance in full of all demands for rent up to the date on which the receipt was given.

Tenant entitled to statement of account at close of the year.

[B. B., s. 49 (*c*)]

101. (1) Every tenant shall be entitled to receive from his landlord, within three months after the expiry of each agricultural year, a statement of account for that year showing—

(*a*) the holding for which the tenant pays rent to the landlord;

(*b*) the name of the person (if any) registered in the landlord's serishta as the tenant;

(*c*) the annual rent payable for the holding;

(*d*) the amount of rent in arrear at the beginning of the year;

(*e*) the payments made during the year on account of principal and interest respectively, or, when the payments are made in kind, the quantity and description of produce delivered;

(*f*) the portion of each payment credited to the rent of the year, and the portion credited to the arrears of previous years; and

(*g*) the amount, if any, remaining unpaid at the close of the year.

(2) The landlord shall prepare and retain a counterpart of the statement containing similar particulars.

[D., s. 65.
B. B., ss. 49 (*d*) and 94.]

Penalties and fine for withholding receipts and statements of accounts and failing to keep counterparts.

102. (1) If a landlord refuses or neglects to deliver to a tenant demanding the same a receipt containing the particulars prescribed by section 100 for any rent paid by the tenant, the tenant may, within six months from the date of the demand, institute a suit to recover from him such penalty, not exceeding double the amount or value of that rent, as the Court thinks fit.

(2) If a landlord refuses or neglects to deliver to a tenant demanding the same the statement of account for any year prescribed in section 101, the tenant may, within six months from the date of the demand, institute a suit to recover from him such penalty as the Court thinks fit, not exceeding double the aggregate amount or value of all rent paid by the tenant to the landlord during that year.

(3) If a landlord fails to prepare and retain a counterpart of a receipt or statement as required by section 100 or section 101, he shall be punished with fine which may extend to fifty rupees.

D.—Of the deposit of rent by a tenant in a public office.

[D., s. 99.
C. B., ss. 58 and 59.
B. B., ss. 50 and 51.]

Application to deposit rent in public office.

103. (1) In any of the following cases, namely:—

(*a*) when a tenant bound to pay money on account of rent has reason to believe that the person to whom his rent is payable will not be willing to receive the same and to grant him a receipt therefor;

(*b*) when the money is payable to co-sharers jointly, and the tenant is unable to obtain the joint receipt of the co-sharers therefor, and no person has been empowered to receive the rent in their behalf; or

(*c*) when the tenant entertains a *bonâ fide* doubt as to who is entitled to receive the rent;

the tenant may present, to such officer as the Local Government from time to time appoints in this behalf for the local area in which the holding is situate, an application in writing for permission to deposit in his office the full amount of the money then due.

(2) The application shall contain a statement of the grounds on which it is made, shall be signed by the tenant, or, where he is not personally cognizant of the facts of the case, by some person so cognizant, and shall be accompanied by a fee of eight annas.

104. (1) If it appears to the officer to whom an application is made under section 103 that the applicant is entitled under that section to deposit the rent, he shall receive the rent and give a receipt for the same under his official seal. [D., ss. 99 and 100. B. B., s. 52]

Receipt granted by public officer for rent deposited to be a valid acquittance.

(2) A receipt given under this section shall operate as an acquittance for the rent payable by the tenant and deposited as aforesaid, in the same manner and to the same extent as if the rent had been received—

(*a*) in case (*a*) of section 103 by the person specified in the application as the person to whom the rent was payable;

(*b*) in case (*b*) of section 103 by the co-sharers jointly; and

(*c*) in case (*c*) of section 103 by the person entitled to it.

105. (1) The officer receiving a deposit under section 104 shall forthwith cause to be affixed in a conspicuous place in his office a notification of the receipt thereof, containing a statement of all material particulars contained in the application under section 103, and, when the deposit is made under section 103, clause (*a*), shall send a copy of the notification by post in a registered cover to the person to whom the rent is alleged by the depositor to be payable.

Notification of receipt of deposit.

(2) If the amount of the deposit is not paid away under section 106 within the period of fifteen days next following the date on which the notification is affixed as aforesaid the officer shall cause a notice of the receipt of the deposit to be served (free of charge) upon every person who he has reason to believe claims or is entitled to the deposit.

106. (1) The officer may pay the amount of the deposit to any person appearing to him to be entitled to the same, or may, if he thinks fit, retain the amount pending the decision of a Civil Court as to the person so entitled.

Deposit to whom payable.

(2) No suit or other proceeding shall be instituted against the Secretary of State for India in Council, or against any officer of the Government, in respect of anything done by a Revenue-officer under this section; but nothing in this section shall prevent any person entitled to receive the amount of any such deposit from recovering the same from a person to whom it has been paid under this section.

107. If no payment is made under section 106 before the expiration of three years from the date on which a deposit is made, the amount deposited may, in the absence of any order of a Civil Court to the contrary, be repaid to the depositor upon his application and on his returning the receipt given under section 104.

Refund to depositor.

E.—Of arrears of rent.

108. Every arrear of rent shall, unless otherwise provided by a written contract between the parties, be liable to interest at the rate of twelve per centum per annum. [D., s. 101. C. B., s. 56. B. B., s. 48.]

Interest on arrears.

[D. s. 68.
C. B., s. 901.
B. B., s. 96.]

109. If, in any suit brought for the recovery of arrears of rent, it appears to the Court that the defendant has, without reasonable or probable cause, neglected or refused to pay the amount of rent due by him, the Court may award to the plaintiff, in addition to the amount decreed for rent and costs, such damages, not exceeding twenty-five per centum on the amount of rent decreed, as it thinks fit:

Power to award damages on rent withheld without reasonable cause.

Provided that, when damages are awarded under this section, interest shall not be decreed under section 108.

[D. s. 69
C. B., s. 91.
B. B., s. 97.]

110. If, in any suit brought for the recovery of arrears of rent, it appears to the Court that the plaintiff has instituted the suit without reasonable or probable cause, the court may award to the defendant, by way of damages, such sum not exceeding twenty-five per centum on the whole amount claimed by the plaintiff as it thinks fit.

Power to award damages to defendant improperly sued for rent.

[D., ss. 12 (5) & 93.
C. B., ss. 79 (5) & 152.
B. B. ss. 72 (5) & 169.]

111. (1) When an arrear of rent remains due in respect of a non-transferable holding at the end of the Bengali year, where that year prevails, or at the end of the month of Jeyt where the Fusli or Amli year prevails, the landlord may, whether he has obtained a decree for the recovery of the arrear or not, and whether he is entitled by the terms of any contract to eject the tenant for arrears or not, institute a suit to eject the tenant.

Ejectment from non-transferable holding for arrears.

(2) A decree passed in favour of the plaintiff in any such suit shall specify the amount of the arrear together with the interest (if any) due thereon, and the decree shall not be executed if that amount and the costs of the suit are paid into Court within fifteen days from the date of the decree, or, when the Court is closed on the fifteenth day, on the day upon which the Court re-opens.

F.—Of rent taken by division or estimation of the crop.

112. Whenever rent is taken by division of the produce, or by estimate or appraisement of the crop, if either the landlord or the tenant neglects to attend, either personally or by agent, at the proper time for making the division, estimate or appraisement, or if there is a dispute about the division of the produce, or the quantity or value of the crop, the Collector may, on the application of either party, and on his depositing such sum on account of expenses as the Collector may require, issue a commission to such person as he thinks fit, to divide, estimate or appraise the crop.

Commission for dividing or estimating crops.

113. (1) When a Collector appoints a Commissioner for any of the purposes mentioned in section 112, the Collector may, in his discretion, direct the Commissioner to associate with himself any other persons as assessors, and may give him instructions regarding the number, qualifications and mode of selecting those assessors (if any), and the procedure to be followed in making the division, estimate or appraisement.

Appointment of assessors, &c.

(2) The Commissioner so appointed shall make the division, estimate or appraisement in accordance with those instructions and submit a report of his proceedings to the Collector.

Remedy for error in division.

114. (1) If in any division under section 113 either party receives less than the share to which he is entitled, he may within three months from the date on which the division is completed, institute a suit against the other party to recover the value of the additional portion of the crop due to him at the price which prevailed on that date.

(2) If no such suit is instituted within the said period of three months, the division shall for all purposes be deemed as between the parties thereto to have been rightly made.

Procedure where crop has been estimated or appraised.

115. (1) When a crop has been estimated or appraised under section 113 the estimate or appraisement shall be reduced to writing and signed by the Commissioner making the same, and shall be submitted to the Collector by whom the commission was issued.

(2) The Collector shall consider the Commissioner's estimate or appraisement, and, after such hearing and inquiry (if any) as he may think necessary, shall pass an order thereon either confirming or varying the estimate or appraisement; and that order shall be final.

Costs of proceedings under foregoing section.

116. All expenses incurred in carrying out the provisions of sections 112 to 115 (both inclusive) shall be payable by the landlord or tenant, or partly by one and partly by the other, as the Collector may in each case direct; and the amount payable by any person under such a direction shall be recoverable from him as if it was an arrear of land-revenue due by him.

Interference with produce of land otherwise than under section 112, criminal trespass.

117. If the landlord of any land of which the rent is payable in the manner mentioned in section 112, or any other person, interferes in any way, without the consent of the tenant, with the cutting or harvesting of any produce of the land except by an application to the Collector under section 112, he shall be deemed to have committed criminal trespass within the meaning of the Indian Penal Code.

Danabandi or appraisement papers in Bihár to be deposited in Collector's office.

118. When the rent payable for land in Bihár is the equivalent money-value of a fixed proportion of the actual gross produce thereof, and such equivalent money-value is determined by an estimate or appraisement (*danabandi*) of the standing crop, or by some similar proceeding, the *danabandi* or appraisement papers shall, within fifteen days after the making of the appraisement, be lodged in the office of the Collector of the district. XLV of 1860.

G.—Further provisions regarding rent.

[B. B., s. 30.]

Limit to rents of raiyats and under-raiyats.

119. Notwithstanding anything in the foregoing sections of this Act, or in any contract made after the second day of March 1883, a raiyat or under-raiyat shall not be bound to pay for his holding a money-rent exceeding *five*-sixteenths of the estimated average annual value of the gross produce of the holding

in staple crops, calculated, in such manner as the Board of Revenue may from time to time, by rules, direct at the prices at which raiyats sell at harvest time.

Presumption that rent continues unchanged.

120. The rent payable by a tenant in any agricultural year shall be presumed to be the rent payable by him in the following agricultural year until the contrary is shown.

[New.]

Power to alter rent in case of new assessment of revenue.

121. When a landlord grants a lease, or makes any other contract, purporting to entitle the tenant of land not included in an area permanently settled to hold that land free of rent or at a fixed rent, and while the lease or contract is in force—

(*a*) land-revenue is for the first time made payable in respect of the land, or,

(*b*) land revenue having been previously payable in respect of it, a fresh settlement of land revenue is made,

a Revenue-officer may, notwithstanding anything in the contract between the parties, by order, on the application of the landlord or of the tenant, fix a fair and equitable rent for the land in accordance with the provisions of this Act.

[B. B., s. 70.]

Tenant not liable to transferee of landlord's interest for rent paid to former landlord without notice of the transfer.

122. (1) A tenant shall not, when his landlord's interest is transferred, be liable to the transferee for rent which became due after the transfer and was paid to the landlord whose interest was so transferred, unless the transferee has given notice of the transfer to the tenant.

(2) When there is more than one tenant paying rent to the landlord whose interest is transferred, a general notice from the transferee to the tenants published in the prescribed manner shall be a sufficient notice for the purposes of this section.

[B. B., s. 63 (2).]

Abwab, &c., illegal.

123. All impositions upon tenants under the denomination of *abwab*, *mahtut*, or other like appellations, in addition to the actual rent, shall be illegal, and all stipulations and reservations for the payment of such shall be void.

[D., s. 64.
B. B., ss. 63 (2), 64 (*a*), 93.]

Penalty for exaction by landlord from tenant of sum in excess of the rent payable.

124. Every tenant from whom, except under any special enactment for the time being in force, any sum of money or any portion of the produce of his land is exacted by his landlord in excess of the rent lawfully payable, may, within six months from the date of the exaction, institute a suit to recover from the landlord, in addition to the amount or value of what is so exacted, such sum by way of penalty as the Court thinks fit, not exceeding five hundred rupees; or, when double the amount or value of what is so exacted exceeds five hundred rupees, not exceeding double that amount or value.

[C. B., s. 64.
B. B., s. 56.]

Rent first charge on tenures, occupancy-holdings and bastu holdings.

125. (1) The rent of a tenure, occupancy-holding or bastu holding shall be a first charge on the same.

(2) If the right, title and interest of the tenant is brought to sale in execution of a decree for money obtained by a person other than the landlord, the landlord shall be entitled to be first paid out of the sale proceeds any rent which may be due to him by the tenant.

CHAPTER X.

OTHER PROVISIONS APPLICABLE TO SEVERAL CLASSES OF TENANTS.

A.—Of improvements on raiyats' holdings and compensation therefor.

"Improvement."

126. (1) For the purposes of this chapter the term "improvement," used with reference to a raiyat's holding, shall mean any work which adds to the letting-value of the holding, which is suitable to the holding and consistent with the purpose for which is was let, and which, if not executed on the holding, is either executed directly for its benefit, or is, after execution, made directly beneficial to it. [B. B., s. 69.]

(2) It shall include for those purposes—

(*a*) the construction of wells, tanks and other works for the storage, supply or distribution of water for the purposes of agriculture, or for the use of men and cattle employed in agriculture;

(*b*) the preparation of land for irrigation;

(*c*) the drainage, reclamation from rivers or other waters, or protection from floods, or from erosion or other damage by water, of land used for agricultural purposes, or waste land which is culturable;

(*d*) the reclamation, clearance, enclosure or permanent improvement of land for agricultural purposes;

(*e*) the renewal or re-construction of any of the foregoing works, or alterations therein, or additions thereto; and

(*f*) the erection of a dwelling-house suitable for the raiyat and his family, together with all necessary out-offices.

But no work executed by the raiyat of a holding shall be deemed to be an improvement for the purposes of this chapter if it substantially diminishes the value of any other part of the estate or tenure of his landlord.

(3) A work which benefits several holdings shall, for the purposes of this chapter, be deemed to be, with respect to each of them, an improvement.

Right to make improvements in case of occupancy holding.

127. (1) The landlord of an occupancy raiyat shall not be entitled as such to prevent the raiyat making an improvement in respect of his holding, and shall not, except as next hereinafter provided, be entitled to make an improvement in respect of the holding without the permission of the raiyat. [B. B., s. 69.]

(2) A landlord of an occupancy-holding who would, but for the want of his raiyat's permission, be entitled to make an improvement in respect of the holding, may, if he desires that any improvement, other than an improvement of the description mentioned in section 126, clause (*f*), be made, deliver or cause to be delivered to the raiyat a request in writing calling upon him to make the improvement within a reasonable time; and, if the raiyat is unable or neglects to comply with that request, may make the improvement himself.

Right to make improvements in case of ordinary raiyat's holding.

128. (1) An ordinary raiyat shall not, except as next hereinafter provided, be entitled to make in respect of his holding without his landlord's permission any improvement other than an [B. B., s. 69.]

improvement of the description mentioned in section 126, clause (*f*).

(2) An ordinary raiyat, who would, but for the want of his landlord's permission, be entitled to make an improvement in respect of his holding, may, if he desires that the improvement be made, deliver or cause to be delivered, to his landlord a request in writing calling upon him to make the improvement within a reasonable time; and, if the landlord is unable or neglects to comply with that request, may make the improvement himself.

Compensation for improvements payable to raiyat on ejectment.

129. (1) Every raiyat who is ejected from his holding shall be entitled to compensation for improvements which have been made in accordance with this Act by him, or by his predecessor in interest, and for which compensation has not already been made.

(2) Whenever a Court makes a decree or order for the ejectment of a raiyat, it shall determine the amount of compensation (if any) due under this section to the raiyat for improvements, and shall make the decree or order of ejectment conditional on the payment of that amount to the raiyat.

(3) No compensation under this section for an improvement shall be claimable where the raiyat has made the improvement in pursuance of a contract or under a lease binding him, in consideration of some substantial advantage to be obtained by him, to make the improvement without compensation, and he has obtained that advantage.

(4) Improvements made by a raiyat before the commencement of this Act shall be deemed to have been made in accordance with this Act, unless it is shown that the landlord forbade the raiyat to make the improvement and was ready to make it himself.

Power to make rules for appointment of assessors.

130. The Local Government may, from time to time, by notification in the official Gazette, make rules requiring the Court to associate with itself, for the purpose of estimating the compensation to be awarded under section 129, for an improvement, such number of assessors as the Local Government thinks fit, and determining the qualifications of those assessors and the mode of selecting them.

Principle on which compensation is to be estimated.

131. (1) In estimating the compensation to be awarded under section 129 for an improvement, regard shall be had—

(*a*) to the amount by which the letting-value, or the produce, of the holding, or the value of that produce, is increased by the improvement;

(*b*) to the labour and capital required for the making of such an improvement; and

(*c*) to any reduction or remission of rent or any other advantage given by the landlord to the raiyat in consideration of the improvement.

(2) When the amount of the compensation has been assessed, the landlord and raiyat may, if they think fit, agree that, instead of being paid wholly in money, it shall be made wholly or partly in some other way.

Certain stipulations in contracts to be void.

132. A stipulation in a contract providing—

(*a*) that a landlord shall be entitled to prevent a raiyat from making, or to eject him for making, such improvements on his holding as he is entitled to make under this Act; or

(*b*) that a raiyat ejected from his holding shall not be entitled to compensation for improvements

in any case in which he would, under this Act, be entitled to such compensation,
shall be void.

B.—Of the landlord's right to measure land.

133. Subject to the provisions of any contract, a landlord may, by himself or by any person authorized by him in this behalf, enter upon and measure all land comprised in any estate or tenure, of the rents of which he is in receipt, except land entered in the general register of revenue-free lands prepared under the Land Registration Act, 1876 : [D., s. 58. C. B., s. 75. B. B., s. 67.]

Landlord entitled to measure land unless restrained by contract.

VII (B.C.) of 1876.

Provided that, when any land has been measured by a landlord, whether before or after the passing of this Act, it shall not, without the written permission of the Collector, be again measured by the landlord within the ten years next following the date on which it was so measured.

Illustration.

A., a proprietor, grants a portion of his estate in patní, to B, to whom the raiyats pay rent. Both A and B are entitled to make a general survey and measurement of the lands comprised in the patní lease.

134. When a landlord desires to measure, under section 133, any land held by his tenant, the tenant shall, if the landlord requires him to do so, attend and point out the boundaries of the land. [D., s. 94. B B, s. 176.]

Tenant bound to point out boundaries.

135. (1) When a landlord desires to measure any land under section 133, and any person occupying the land obstructs him in so doing, or any tenant, bound under section 134 to attend and point out the boundaries of his land, refuses or neglects so to do, the landlord may apply to the Court which would have jurisdiction to hear a suit for the recovery of the land, to make an order directing such person to permit the measurement, or such tenant to attend and point out the boundaries, as the case may be. [D , s. 94. B. B., s. 176.]

Remedy when landlord is obstructed or tenant does not point out boundaries.

(2) The Court may, on receiving an application under this section, cause a notice to be served on the occupant or tenant, as the case may be, requiring him to show cause, at a time and place specified therein, why the order applied for should not be made.

(3) If the person on whom a notice is served under sub-section (2) does not show cause as aforesaid, the Court may make the order applied for.

136. If a tenant ordered under section 135 to attend and point out the boundaries of the land held by him refuses or neglects to do so, a map or other record of the boundaries and measurements of the land prepared under the direction of the landlord, at the time the tenant was ordered to attend, shall be presumed to be correct until the contrary is shown. [D., s. 94. B. B., s. 177]

Presumption against tenant not attending to point out boundaries.

137. (1) Every measurement of land made by order of a Civil Court, or of a Revenue-officer, in any suit or proceeding between a landlord and tenant, shall be made according to the Government measure of 14,400 square feet to one standard bígha. [D., s. 94. C. B., s. 37(*a*). B. B., s. 68(*a*).]

Measurement in suits between landlord and tenant to be made according to Government measure.

(2) If the rights of the parties are regulated by any different local measure, the Government measure shall be converted into the local measure for the purposes of the suit.

[D., s. 98. C. B., s. 76(*b*). B. B., s. 68(*b*).]

Determination of the length of the standard in case of dispute.

138. (1) If any dispute as to the length of a standard used in a local measure arises in any suit under this Act, the Collector shall, on a reference made to him for this purpose by the Court, determine the proper length thereof.

(2) An appeal shall lie from the Collector's decision to the District Judge.

(3) If no such appeal be preferred, the decision of the Collector, or, if an appeal be preferred, the decision of the District Judge thereon, shall be conclusive.

C.—Of surrender and abandonment.

[D., s. 12(3). C. B., s. 79(3). B. B., s. 72(3).]

Surrender by raiyat.

139. (1) A raiyat not bound by a lease or other agreement for a fixed period may, at the end of any agricultural year, surrender his holding; but notwithstanding the surrender he shall continue to be liable for the rent of the holding for the agricultural year next following the date of the surrender, unless—

(*a*) he gives to his landlord, at least three months before he surrenders, notice in writing of his intention to surrender; or

(*b*) the holding is let to another person for an agricultural year following the surrender.

(2) If the landlord refuses to receive a notice, tendered to him under clause (*a*), or to sign a receipt for the same, the raiyat may apply to the Court within the jurisdiction of which the holding or any portion of it is situate, and the Court shall thereupon cause the notice to be served on the landlord.

[D., s. 12(4). C. B., s. 79(4). B. B., s. 72(4).]

Non-transferable holding in certain cases to be deemed surrendered.

140. Any tenant of a holding which is not transferable, who leaves his holding uncultivated and the rent of it unpaid for a period of one year, shall, at the expiration of that period, be deemed to have surrendered the holding:

Provided that, in reckoning that period, any time during which, owing to an inundation or any other accident to the land beyond the tenant's control, it may have been impossible to cultivate the land, shall be excluded.

D.—Of Merger.

[C. B., ss. 43 & 44. B. B., ss. 34 & 35.]

Merger of tenants' interest in landlord's interest.

141. (1) When in the case of any tenancy the interest of the landlord and that of the tenant become, by transfer, succession or otherwise, united in the same person, so as to be owned by him in the same right, the interest of the tenant shall—

(*a*) during the period of three months mentioned in sub-section (2) be presumed to be merged in the interest of the landlord and extinguished, unless the person proves that he has not intended it to be merged, and

(*b*) after the expiration of that period be deemed to be so merged and extinguished, unless within that period the person executes an instrument declaring his intention that a merger shall not take

place, and the instrument is registered under the Indian Registration Act, 1877, and is published in the prescribed manner. III of 1877.

(2) The period of three months referred to in sub-section (1) shall, when the interests become united after the commencement of this Act, begin to run from the date on which they become united and, when they have become united before the commencement of this Act, begin to run from the commencement of this Act:

Provided that, when, at the time the interests become united, the person in whom they become united has not attained his age of majority or is of unsound mind, the period shall not begin to run before he has attained that age or become of sound mind, as the case may be.

(3) A merger under this section shall not operate to the prejudice of any person having a lien upon the interest merged.

(4) When, at the time of a merger taking place in respect of a tenancy under this section, a sub-tenancy exists immediately under that tenancy, the person who becomes the owner of the consolidated interests shall, subject to the provisions of the law for the time being in force relating to sales of land for arrears of Government revenue and to the provisions of this Act as to sales for arrears of rent, have the same rights against, and be subject to, the same obligations towards, the sub-tenants, as the owner of the tenant's interest had, and was subject to, before the merger.

E.—Of the appointment of a Manager on behalf of co-owners of an estate or tenure.

142. When co-owners of an estate or tenure disagree as to the management thereof, and in consequence there has ensued, or is likely to ensue, D., s. 16. C. B., s. 65 (1). B. B., s. 57 (1).

Power to call upon co-owners to show cause why they should not appoint a common manager

(*a*) inconvenience to the public, or

(*b*) injury to private rights,

the District Judge may, upon the application in case (*a*) of the Collector, and in case (*b*) of any one having an interest in the estate or tenure, direct a notice to be served upon all the co-owners, calling upon them to show cause why they should not appoint a common manager:

Provided that a co-owner of an estate or tenure shall not be entitled to apply under this section unless he is actually in possession of the interest he claims and, if he is a co-owner of an estate, unless his name and the extent of his interest are registered under Act VII of 1876 passed by the Lieutenant-Governor of Bengal in Council.

143. If the co-owners fail to show cause as aforesaid within one month after service of a notice under section 142, the District Judge may make an order directing them to appoint a common manager, and a copy of the order shall be served upon any co-owner who did not appear before it was made. C. B., s. 65 (2). B. B., s. 57 (2).

Power to order them to appoint a manager if cause is not shown.

144. If the co-owners do not, within one month after the making of an order under section 143, or where the order has been served as directed by that section, within one month after such service, appoint a common manager and C. B., s. 66 (1). B. B. s.

Power to appoint manager if order is not obeyed.

report the appointment for the information of the District Judge, the District Judge may—

(*a*) direct that the estate or tenure be managed by the Court of Wards in any case in which the Court of Wards assents to undertake the management thereof; or

(*b*) in any case appoint a manager.

C. B., s. 66 (2).
B. B., s. 58 (2).

Power to nominate person to act in all cases under section 144 (*b*).

145. The Lieutenant-Governor of Bengal may nominate a person for any local area to manage all estates and tenures within that local area for which it may be necessary to appoint a manager under section 144, clause (*b*); and, when any person has been so nominated, no other person shall be appointed manager under that clause by the District Judge, unless in the case of any estate the Judge thinks fit to appoint one of the co-owners themselves as manager.

C. B., s. 66 (3).
B. B., s. 58 (3).

The Court of Wards Act, 1879, applicable to management by Court of Wards under section 144 (*a*).

146. In any case in which the Court of Wards undertakes the management of an estate or tenure under section 144, so much of the provisions of the Court of Wards Act, 1879, as relates to the management of immoveable property shall apply to the management.

IX (B.C.) of 1879.

C. B. s. 67.
B. B., s. 59.

Provisions applicable to manager appointed under section 144 (*b*).

147. (1) A manager appointed under section 144, clause (*b*), shall receive by way of remuneration such fixed salary or percentage of the money collected by him as manager as the District Judge from time to time directs.

(2) He shall give such security for the proper discharge of his duties as the District Judge directs.

(3) He shall, subject to the control of the District Judge, have, for the purposes of management, the same powers as the co-owners jointly might but for his appointment have exercised.

(4) He shall keep regular accounts, and allow the co-owners or any of them to inspect and take copies of those accounts; and

(5) He shall be removeable by the order of the District Judge, and not otherwise.

C. B., s. 68.
B. B., s. 60.

Power to restore management to co-owners.

148. When an estate or tenure has been placed under the management of the Court of Wards, or a manager has been appointed for the same under section 144, the District Judge may at any time direct that the management of it be restored to the co-owners if he is satisfied that such management will be conducted by them jointly without inconvenience to the public or injury to private rights.

F.—Miscellaneous.

[B. B., s. 72 (5), (6) and (7).]

No ejectment except in execution of decree.

149. No tenant shall be ejected from his holding except in execution of a decree.

[B. B., ss. 21 (5), 37.]

Portion of holding not transferable.

150. Nothing in this Act shall entitle a tenant whose holding is transferable to transfer or bequeath, without the consent of his landlord, a portion only of the land comprised in the holding so that it may be held from the landlord by the transferee as a separate holding.

CHAPTER XI.

OF THE SETTLEMENT OF RENTS BY A REVENUE-OFFICER.

Power to order revenue-officers to settle rents.

151. (1) The Local Government may, if it thinks fit, in any of the cases next hereinafter mentioned, make an order directing that the rents of all tenants or of any class of tenants in any local area shall be settled by Revenue-officers to be from time to time appointed by the Local Government in this behalf.

(2) The cases in which an order may be made under this section are the following, namely:—

(*a*) where a large proportion of the tenants or of the landlords applies for such an order, and deposits for the payment of expenses such amount as the Local Government directs:

(*b*) where the making of such an order is calculated to settle or avert a serious dispute existing, or likely to arise, between the tenants and their landlords generally:

(*c*) where a settlement of revenue is being made in respect of the local area, or the local area is comprised in an estate or tenure owned or managed by the Government or the Court of Wards.

(3) A notification in the official Gazette of an order under this section shall be conclusive evidence that the order has been duly made, and an order so notified shall continue in force until it is rescinded by an order notified in like manner.

Bar to jurisdiction of Civil Courts while order is in force.

152. While an order under section 151 continues in force in respect of any tenants, a Civil Court shall not, except as provided by section 155, clause (*b*), entertain a suit for the enhancement or reduction of the rents of those tenants under this Act.

Rents of certain tenants to be fixed.

153. (1) When the rents of any tenants to whom an order under section 151 applies are subject to alteration by order of a Court, the officer appointed to settle the rents of those tenants under this chapter shall, without any application being made to him in this behalf, fix those rents in accordance with the principles embodied in this Act, and so that no rent fixed under this section shall exceed the maximum prescribed by this Act in cases of enhancement.

(2) Where the Local Government has, under this chapter, directed a settlement of the rents of the occupancy raiyats of any local area, and a table of rates and produce has not been prepared under Chapter VI for that local area, it may further direct the officer appointed to settle the rents to prepare such a table before proceeding to fix the rents of those raiyats.

Rents of other tenants to be ascertained and recorded.

154. When the rents of any tenants to whom an order under section 151 applies are not subject to alteration as aforesaid, the officer appointed to settle the rents of those tenants shall, without any application being made to him in this behalf, ascertain and record the rents payable by them.

Power to refer question to Civil Court or leave case to be dealt with by Civil Court.

155. (1) If in the course of the proceedings taken for fixing the rent of a tenant under section 153 any question arises which, in the opinion of the officer conducting those proceedings, would be more properly decided by a Civil Court, the officer may in his discretion, but subject to any rules made by the Local Government in this behalf,

(*a*) refer the question for decision to the Civil Court which would, but for section 159, have had jurisdiction to try a suit for the enhancement or reduction of the rent, or

(*b*) by order in writing direct that the tenant's case be excluded from the operation of this chapter and be left to be disposed of by suit in a Civil Court, as if the order under section 151 did not apply to it.

(2) When a Revenue-officer makes a reference under clause (*a*) of this section in respect of a tenant he may either stay his proceedings in respect of that tenant, or, if the nature of the case admits of his doing so, pass an order in alternative from or otherwise fixing the rent contingent upon the decision of the Civil Court.

Preparation of jamabandi.

156. (1) A Revenue-officer settling rents under this chapter shall prepare, in the prescribed form, one or more jamabandís, comprising all or such numbers of the tenants whose rents he is appointed to settle as the Board of Revenue may direct.

(2) Every jamabandí prepared under this section shall show in respect of each tenant comprised therein—

(*a*) the class to which he belongs, that is to say whether he is a tenure-holder, occupancy-raiyat, tenant of a bastu holding, ordinary raiyat or under-raiyat ;

(*b*) the land held by him ;

(*c*) the name of his landlord ;

(*d*) whether the rent has been fixed under section 153 or ascertained under section 154.

(*e*) the amount of the rent fixed or ascertained, and, when the rent is a gradually increasing one, the time at which, and the steps by which, it increases.

Publication of jamabandi and objections thereto.

157. Every jamabandí prepared under section 156 shall be published in the prescribed manner, and any person objecting to any entry therein may, within one month from the date of the publication, present to the Revenue-officer, for transmission to the Commissioner of the Division, a petition stating his objection to the entry.

Submission of jamabandi and petitions of objection to the Commissioner and Board.

158. (1) On the expiration of the said period of one month, the Revenue-officer shall submit to the Commissioner of the Division a copy of the jamabandí, with a report setting forth the grounds on which it has been prepared, and the petitions of objection (if any) which he may have received under section 157.

(2) The Commissioner shall consider the jamabandí and report, and the objections (if any), and, after allowing the objectors (if any) an opportu-

nity of being heard, shall forward the papers to the Board of Revenue with his opinion regarding the same.

Sanction to and final publication of jamabandí, and date from which it comes into force.

159. (1) The Board of Revenue may return the papers for further inquiry, or may submit the jamabandí with or without modifications to the Local Government for sanction.

(2) The Local Government may return for further inquiry the papers received under sub-section (1), or may sanction the jamabandí with or without modification.

(3) When a jamabandí has been sanctioned by the Local Government under this section, it shall be published in the prescribed manner.

(4) A jamabandí published under this section shall come into force from the commencement of the agricultural year next following the publication.

Rent fixed under foregoing provisions to be deemed the rent payable.

160. When a jamabandí has come into force under section 159, a tenant's rent shown therein as fixed under section 153 shall be deemed to be the rent payable by him, and shall not, during the period of ten years next following the date on which the jamabandí comes into force, be enhanced in a suit instituted under this Act, except on the ground that since the jamabandí came into force an improvement has been made by the landlord which, but for this section, would entitle him to an enhancement:

Provided that—

(1) such rent may from time to time be altered in any other manner permitted by law; and

(2) nothing in this section shall prevent the rent shown in a jamabandí in respect of a tenancy from being called in question on any of the following grounds, namely:—

(*a*) that the tenancy does not exist or that the tenant is not liable to pay rent;

(*b*) that the tenant belongs to a class different from that to which he is shown in the jamabandí to belong;

(*c*) that the land comprised in the tenancy is different from, or more or less than, that shown in the jamabandí;

(*d*) that a rent different from that shown in the jamabandí has been fixed by a contract legally binding on the parties, and which has been brought to the notice of the officer preparing the jamabandí.

Rent ascertained under foregoing provisions to be presumed to be the rent payable.

161. When a jamabandí has been published under section 159 a tenant's rent shown therein as, ascertained under section 154, shall be presumed to be the rent payable by that tenant until the contrary is shown.

Certain other entries in jamabandi to be presumed to be correct.

162. An entry made in a jamabandí under clause (*a*), clause (*b*) or clause (*c*) of section 156 shall, after the jamabandí has been published under section 159, be presumed for all purposes to be correct until the contrary is shown.

Expenses incurred in proceedings under this chapter how defrayed.

163. All expenses incurred by the Government in carrying out the provisions of this chapter in any local area, in any case mentioned in section 151, clause (*a*) or clause (*b*), in-

cluding the salaries of all officers employed exclusively in carrying out those provisions therein, and such portions as the Local Government may from time to time fix of the salaries of officers employed in carrying out those provisions therein in addition to their other public duties, shall be defrayed by the landlords and tenants in that local area whose rents are fixed or ascertained under this chapter, in such proportions as the Local Government, having regard to all the circumstances of each case, may determine; and the proportion of those expenses so to be defrayed by any person shall be recoverable from him as if it were an arrear of revenue due by him.

CHAPTER XII.

OF THE PREPARATION OF A RECORD-OF-RIGHTS BY A REVENUE-OFFICER.

Power to order preparation of record-of-rights.

164. (1) The Local Government may, in any case with the previous sanction of the Governor-General in Council, and may if it thinks fit without such sanction in any of the cases next hereinafter mentioned, make an order directing that a record-of-rights shall be prepared for all tenancies or any class of tenancies in a local area by Revenue-officers to be from time to time appointed by the Local Government.

(2) The cases in which an order may be made under this section without the previous sanction of the Governor-General in Council are the following, namely :—

(*a*) where a large proportion of the landlords or of the tenants applies for such an order and deposits for the payment of expenses such amount as the Local Government directs ;

(*b*) where the preparation of such a record is calculated to settle or avert a serious dispute existing or likely to arise between the tenants and their landlords generally ; and

(*c*) where the local area is comprised in an estate or tenure which belongs to or is managed by the Government or the Court of Wards.

(3) The Local Government shall, in any order made by it under this section, specify the particulars to be included in the record-of-rights to be prepared under that order.

(4) The particulars so specified may be all or some of the following, namely :—

(*a*) the name of each tenant ;

(*b*) the class to which he belongs, that is to say whether he is a tenure-holder, occupancy-raiyat, tenant of a bastu holding, ordinary-raiyat or under-raiyat ;

(*c*) the land held by him ;

(*d*) the name of his landlord ;

[B. B., s. 181.

(*e*) the rent payable ;

(*f*) the mode in which that rent has been fixed, whether by contract, by order of a Court or otherwise.

(5) A notification in the official Gazette of an order under this section shall be conclusive evidence that the order has been duly made.

Presumption as to entries in record.

165. Every entry in a record-of-rights prepared under section 164 shall be presumed to be correct until the contrary is proved.

CHAPTER XIII.

OF THE RECOVERY OF RENTS FROM RAIYATS AND UNDER-RAIYATS BY DISTRAINING THE PRODUCE OF THE HOLDING.

Cases in which an application for distraint may be made.

[B. B. ss 101, 104, 123.]

166. Where an arrear of rent is due to the landlord of a raiyat or under-raiyat, and has not been due for more than a year, and no security has been accepted therefor by the landlord, the landlord may, in addition to any other remedy to which he is entitled by law, present an application to the Court, having jurisdiction to entertain a suit for the recovery of the arrear, requesting the Court to recover the arrear by distraining, while in the possession of the cultivator,

(*a*) any crops or other products of the earth standing or ungathered on the holding;

(*b*) any crops or other products of the earth which have been grown on the holding and have been reaped or gathered and are deposited on the holding, on a threshing-floor, or place for treading out grain or the like (whether in the fields or within a homestead) or in a storehouse.

Provided that an application shall not be made under this section—

VII (B. C.) of 1876.

(1) by a proprietor or manager as defined under the Bengal Land Registration Act, 1876, or a mortgagee of such a proprietor or manager, unless his name and the extent of his interest in the land in respect of which the arrear is due have been registered under the provisions of that Act; or

(2) for the recovery of any sum in excess of the rent payable for the holding in the preceding agricultural year, unless that sum is payable under a written contract, or in consequence of a proceeding under this Act or an enactment hereby repealed; or

[B B. ss. 71, 125.]

(3) in respect of the produce of any part of the holding which the tenant has sublet with the written consent of the landlord.

Form of application and fee payable.

[B.B. ss. 104-6.]

167. (1) Every application under section 166 shall specify—

(*a*) the holding in respect of which the arrear is claimed, and the boundaries thereof, o such other particulars as may suffice for its identification;

(*b*) the name of the tenant;

(*c*) the period in respect of which the arrear is claimed;

(*d*) the amount of the arrear, with the interest, if any, claimed thereon, and when an amount in excess of the rent payable by the tenant in the last preceding agricultural year is claimed, the contract or proceeding, as the case may be, under which that amount is payable;

(*e*) the nature and approximate value of the produce to be distrained; and

(*f*) the place where it is to be found, or such other particulars as may suffice for its indentification.

(2) Every such application shall be liable to the court-fee which would be payable in a suit instituted for the recovery of the arrear therein claimed.

(3) Every such application shall be signed and verified in the manner prescribed by the Code of Civil Procedure for the signing and verification of plaints; and, if the application so verified contains any averment which the person making the verification knows or believes to be false, or does not know or believe to be true, that person shall be subject to punishment according to the provisions of the law for the time being in force for the punishment of giving or fabricating false evidence.

[B.B. ss. 105 & 106.]

Procedure on receipt of application.

168. (1) The applicant shall, at the time of filing an application under section 166, or as soon after as the Court permits, file in Court such documentary evidence (if any) as he may consider necessary for the purposes of the application.

(2) The Court may examine the applicant, and may admit the application or reject it, or permit the applicant to furnish additional evidence in support of it.

[B.B. s. 107.]

Procedure if application is admitted.

169. If the application is admitted, the Court shall depute an officer to distrain the produce specified therein, or such portion of that produce as it thinks fit; and the officer shall proceed to the place where the produce is, and distrain the produce by taking charge of it himself or placing some other person in charge of it in his behalf, and publishing a notification of the distraint in accordance with rules to that effect to be made by the High Court:

[D. s. 111.]

Provided that produce, which from its nature does not admit of being stored, shall not be distrained under this section at any time less than twenty days before the time when it would be fit for reaping or gathering.

[B.B. s. 108.]

Service of demand and account.

170. (1) The distraining officer shall, at the time of making the distraint, serve on the defaulter a written demand for the arrear due, and the costs incurred in making the distraint, together with an account exhibiting the grounds on which the distraint is made.

(2) Where the distraining officer has reason to believe that a person other than the defaulter is the owner of the property distrained, he shall serve copies of the demand and account on that person likewise.

(3) The demand and account shall, if practicable, be served personally; but if a person on whom they are to be served absconds or conceals himself, or cannot otherwise be found, the officer shall affix copies of the demand and account on the outer door of the house in which he usually resides.

[B.B. ss. 109 and 110.]

Right to reap, &c., produce.

171. (1) A distraint under this chapter shall not prevent any person from reaping, gathering or storing any produce, or doing any other act necessary for its due preservation.

(2) In default of the person entitled to do so, the distraining officer shall cause any standing crops or ungathered products distrained to be reaped or gathered when ripe, and shall store the same in such granaries or other places as are commonly used for the purpose, or in some other convenient place in the neighbourhood.

(3) In either case the distrained property shall be placed in the charge of the distraining officer, or of some other person appointed by him in this behalf.

172. (1) Unless the demand, with all costs of the application for distraint, be immediately satisfied, an officer distraining property under section 169 shall issue a proclamation specifying the particulars of the property distrained and demand for which it is distrained, and notifying that he will, at a place and on a specified day, not being less than three or more than seven days after the time of making the distraint, sell the distrained property by public auction. [B.B. s. 113.]

Sale proclamation to be issued unless demand is satisfied.

(2) The proclamation shall be stuck up on a conspicuous place in the village in which the land is situate for which the arrears of rent are claimed.

173. The sale shall be held at the place where the distrained property is, or at the nearest place of public resort, if the distraining officer is of opinion that it is likely to sell there to better advantage. [B.B. s. 114.]

Place of sale.

174. Crops or products, which from their nature do not admit of being stored, may be sold before they are reaped or gathered, and the purchaser shall be entitled to enter upon the land by himself, or by any person appointed by him in this behalf, and do all that is necessary for the purpose of tending and reaping or gathering them. [D. s. 111.]

Power to sell produce before it is reaped or gathered.

175. The property shall be sold by public auction in one or more lots, as the officer holding the sale may think advisable; and if the demand, with the costs of distraint and sale, is satisfied by the sale of a portion of the property, the distraint shall be immediately withdrawn with respect to the remainder. [B.B. s. 115.]

Manner of sale.

176. If, on the property being put up for sale, a fair price (in the estimation of the officer holding the sale) is not offered for it, and if the owner of the property, or a person authorised to act in his behalf, applies to have the sale postponed till the next day or (if a market be held at the place of sale) the next market-day, the sale shall be postponed until such day, and shall be then completed, whatever price may be offered for the property. [B.B. s. 116.]

Postponement of sale.

177. The price of every lot shall be paid in ready money at the time of sale, or as soon thereafter as the officer holding the sale thinks necessary, and in default of such payment the property shall be put up again and sold. [B.B. s. 117.]

Payment of purchase-money.

178. When the purchase-money has been paid in full, the officer holding the sale shall give the purchaser a certificate describing the property purchased by him and the price paid. [B.B. s. 118.]

Certificate to be given to purchaser.

[B.B. s. 119.]

Proceeds of sale how to be applied.

179. (1) From the proceeds of every sale of distrained property under this chapter, the officer holding the sale shall pay to the applicant for distraint the expenses incurred by him on account of the distraint, calculated on a scale of charges prescribed by rules to be made by the Board of Revenue in this behalf.

(2) The remainder shall be applied to the discharge of the arrear for which the distress was made, with interest thereon up to the day of sale, and the surplus (if any) shall be paid to the person whose property has been sold.

[B.B. s. 120.]

Certain officers may not purchase.

180. Officers holding sales of property under the Act, and all persons employed by, or subordinate to, such officers, are prohibited from purchasing, either directly or indirectly, any property sold by such officers.

[B.B. ss. 111-1 and 123.]

Procedure where demand is paid before the sale.

181. (1) If at any time after a distraint has been made under this chapter, and before the sale of the distrained property, the defaulter, or the owner of the distrained property where he is not the defaulter, deposits in the Court issuing the order of distraint, or in the hands of the distraining officer, the amount specified in the demand served under section 170, together with all costs which may have been incurred after the service of the demand, the Court or officer, as the case may be, shall grant a receipt for the same, and the distraint shall forthwith be withdrawn.

(2) When the distraining officer receives the deposit, he shall forthwith pay the same into the Court.

(3) A receipt granted under this section to an owner of distrained property not being the defaulter shall afford a full protection to him against any subsequent claim for the arrears of rent on account of which the distraint was made.

(4) After the expiration of one month from the date of a deposit being made under this section, the Court shall pay over the same to the applicant for distraint, unless in the meanwhile the owner of the property distrained has instituted a suit against the applicant contesting the legality of the distraint and claiming compensation in respect of the same.

[B.B. s. 124.]

Amount paid by under-tenant for his lessor may be deducted from rent.

182. (1) When an inferior tenant, on his property being lawfully distrained under this chapter for the default of a superior tenant, makes any payment under section 181, he shall be entitled to deduct the amount of that payment from any rent payable by him to his immediate landlord, and, if that landlord is not the defaulter, he shall in like manner be entitled to deduct the amount so deducted from any rent payable by him to his immediate landlord, and so on until the defaulter is reached.

(2) Nothing in this section shall affect the right of an inferior tenant making a payment under section 181 to institute a suit for the recovery from the defaulter of any portion of the amount paid which he has not deducted under this section.

[B.B. s. 126.]

Conflict between rights of superior and inferior landlords.

183. When land is sublet, and any conflict arises under this chapter between the rights of a superior and of an inferior landlord who distrains the

same property, the right of the superior landlord shall prevail.

Distraint of property which is under attachment.

184. When any conflict arises between an order for distraint issued under this chapter and an order issued by a Civil Court for the attachment or sale of the property which is the subject of the distraint, the order for distraint shall prevail; but, if the property is sold under that order, the surplus proceeds of the sale shall not be paid to the owner of the property under section 179 without the sanction of the Court by which the order of attachment or sale was issued.

Penalty for illegal distraint.

185. Any person who, otherwise than in accordance with this Act, or some other enactment for the time being in force, distrains or attempts to distrain the produce of a tenant's holding, or prevents or attempts to prevent any person from reaping, gathering, storing, removing or otherwise dealing with any produce of the holding, shall be deemed to have committed criminal trespass within the meaning of the Indian Penal Code. B.B. ss. 91, 122.]

Persons benefiting, &c., by offences under section 185 liable to punishment.

186. When any offence punishable under section 185 is committed for the benefit of, or in behalf of, any person owning or claiming any interest in the land in respect of which the offence is committed, or having or claiming any interest in a dispute which has led to the commission of the offence, or when any person has accepted or derived any benefit from the commission of any such offence, he shall be punished with imprisonment which may extend to three months, or with fine which may extend to two hundred rupees, or with both, if, having reason to believe that the offence was likely to be committed, he has not used all lawful means in his power to prevent its commission. XLV of 1860. [New.]

Power to suspend provisions of sections 166 to 184.

187. (1) The Local Government may, by an order published in the official Gazette, suspend the provisions of sections 166 to 184 (both inclusive) in any local area for such time as it thinks proper.

(2) So long as an order under this section continues in force, in respect of any local area, no Court shall receive an application for distraint for arrears of rent due on lands situate within that local area.

CHAPTER XIV.

SPECIAL RULES OF PROCEDURE APPLICABLE TO SUITS BETWEEN LANDLORD AND TENANT.

A.—Rules applicable to suits between landlord and tenant generally.

Place of suing.

188. The cause of action in all suits between landlord and tenant as such shall, for the purposes of the Code of Civil Procedure, be deemed to have arisen within the local limits of the jurisdiction of the Civil Court which would have jurisdiction to entertain a suit for the recovery of the land in respect of which the relation of landlord and tenant exists between the parties. D. s. 174. C. B. s. 148. B. B. s. 165. XIV of 1882.

D. s. 169.
C. B. s. 150.
B. B. s. 167(*a*)

Naibs or gumashtas to be authorised agents.

189. Every naib or gumashta of a landlord empowered in this behalf by a written authority under the hand of the landlord shall, for the purposes of every such suit, be deemed to be the recognized agent of the landlord within the meaning of the Code of Civil Procedure notwithstanding that the landlord may reside within the local limits of the jurisdiction of the Court in which the suit is to be instituted or is pending.

D. s. 173.
C. B. s. 147.
B. B. s. 164,
XIV of 1882.

Special register of suits.

190. The particulars referred to in section 58 of the Code of Civil Procedure shall, in the case of such suits, instead of being entered in the register of civil suits prescribed by that section, be entered in a special register to be kept by each Civil Court, in such form as the Local Government may from time to time prescribe in this behalf.

B.—Rules applicable to particular classes of suits between landlord and tenant.

C. B. s. 165.
B. B. s. 187.

Sections 121 to 127, 129, 194 to 197, 305, and 320 to 325C of Code not to apply in suits for possession, rent or damages.

XIV of 1882.

191. Sections 121 to 127 (both inclusive), 129, 194 to 197 (both inclusive), 305, and 320 to 325C (both inclusive) of the Code of Civil Procedure shall not apply in any suits of the following classes between landlord and tenant as such, namely,—

(*a*) suits for the recovery of rent:

(*b*) suits for penalties claimable under any provision of this Act:

(*c*) suits to recover possession of the land.

D. s. 185.
C. B. s. 167.
B. B. s. 189.

Particulars to be specified in plaint in such suits.

XIV of 1882.

192. The plaint in every suit of a description mentioned in section 191 shall contain, in addition to the particulars specified in section 50 of the Code of Civil Procedure, a statement of the extent, situation, designation and boundaries of the land held by the tenant; or, where the plaintiff is unable to give the boundaries, in lieu thereof a description sufficient for identification.

D. s 192.
C. B. s. 173
B. B. s. 195.

Summons in such suits to be for final disposal.

193. The summons shall in every such suit be for the final disposal of the suit, unless the Court is of opinion that the summons should be for the settlement of issues only.

Service of summons in such suits by registered letter.

194. The service of a summons on a defendant in any such suit may, if the Court so directs, be effected by forwarding the summons by post in a letter addressed to the defendant and registered under Part III of the Indian Post Office Act, 1866.

XIV of 1866.

D. s. 108.
C. B. s. 184.
B. B. s. 206.

Written statements not to be filed in such suits without leave.

195. A written statement shall not be filed in any such suit without the leave of the Court.

B. B. s. 214.

XIV of 1882.

Mode of recording evidence in such suits.

196. The rules for recording the evidence of witnesses prescribed by section 189 of the Code of Civil Procedure shall apply in all such suits, whether an appeal is allowed in them or not.

D. ss. 177 & 223.
C. B. ss. 155 & 197.
B. B. ss. 171 & 219.

Execution in such suits on oral application.

197. When a decree, not being a decree of the description referred to in section 111, sub-section (2), is passed in any such suit, the Court may, when passing the decree, order on the oral application of the decree-holder the execution thereof.

D. s. 179.
C. B. ss. 157 & 220.
B. B. ss. 173 & 242.

No appeal in certain suits for arrears and penalties.

198. An appeal shall not lie from any decree or order passed, whether in the first instance or on appeal, in any suit instituted by a landlord for arrears, or by a tenant for a penalty claimable under any provision of this Act where—

(*a*) the decree or order is passed by a District Judge, Additional Judge, or Subordinate Judge, and the amount claimed in the suit does not exceed one hundred rupees, or

(*b*) the decree or order is passed by any other judicial officer specially empowered by the Local Government to exercise final jurisdiction under this section, and the amount claimed in the suit does not exceed fifty rupees:

unless in either case the decree or order has decided a question relating to title to land or to some interest in land as between parties having conflicting claims thereto, or a question of a right to enhance or vary the rent of a tenant:

Provided that the District Judge may call for the record of any case in which a judicial officer as aforesaid has passed a decree or order to which this section applies, and, if he is satisfied that a failure of justice has been caused by a substantial error, defect, or irregularity in the proceedings, or in the decision, may pass such order as he thinks fit.

Defendant in suit for arrear admitting arrear is due, but disputing plaintiff's title, to pay into Court.

199. (1) When, in a suit for an arrear of rent instituted against a tenant, the defendant admits that the arrear is due by him, but pleads that it is due to a person other than the plaintiff, the Court may, if it thinks fit, refuse to take cognizance of the plea until the defendant has paid the amount of the arrear into Court.

(2) When the amount of an arrear has been paid into Court under this section, the Court shall give the defendant a receipt for the same, and the receipt so given shall operate as an acquittance for the arrear, in the same manner and to the same extent as if it had been paid to the person entitled to it.

(3) The Court shall forward the amount paid in to the officer to whom an application to deposit the rent would be made under section 103, and it shall thereupon be deemed to be a deposit received under clause (*c*) of that section.

[C. B. s. 108.
B. B. s. 220.]

When assignee of decree for arrears may apply for execution.

200. Notwithstanding anything contained in section 232 of the Code of Civil Procedure, an application for the execution of a decree for arrears obtained by a landlord shall not be made by an assignee of the decree unless the landlord's interest in the land has become, and is vested in him.

[B. B. ss. 128 & L.O. cl. (*b*).]

Date from which decree for enhancement takes effect.

201. (1) A decree for enhancement of rent under this Act, if passed in a suit instituted in the first eight months of an agricultural year, shall not take effect before the commencement of the agricultural year next following, and if passed in a suit instituted in the last four

months of the agricultural year, shall not take effect before the commencement of the agricultural year next but one following.

(2) Subject to the provisions of sub-section (1), it shall be in the discretion of the Court to fix the date from which any such decree shall take effect.

[B. B. ss. 21. (e), 31, 44 & 45 Vic., C. 41, s. 14.]

Relief against forfeitures.

202. (1) A suit for the ejectment of a tenant, on the ground that he has used the land in a manner which renders it unfit for the purposes of the tenancy, or that he has broken a condition on breach of which he is, under the terms of a contract between him and the landlord, liable to ejectment, shall not be entertained unless the landlord has requested the tenant, where the damage or breach is capable of remedy, to remedy the same, and, in any case, to pay reasonable compensation for the damage or breach, and the tenant has failed to comply within a reasonable time with that request.

(2) A decree passed in favour of a landlord in any such suit shall declare the amount of compensation which would reasonably be payable to the plaintiff for the damage or breach, and whether, in the opinion of the Court, the damage or breach is capable of remedy, and shall fix a period during which it shall be open to the defendant to pay that amount to the plaintiff, and, where the damage or breach is declared to be capable of remedy, to remedy the same.

(3) The Court may from time to time extend a period fixed by it under sub-section (2) for remedying a damage or breach.

(4) If the defendant, within the period or extended period (as the case may be) fixed by the Court under this section, pays the compensation mentioned in the decree, and, where the damage or breach is declared by the Court to be capable of remedy, remedies the damage or breach to the satisfaction of the Court, the decree shall not be executed.

[C. B. s. 80.]
[B. B. s 73.]

Rights of ejected raiyats in respect of crops and land prepared for sowing.

203. The following rules shall be applicable in the case of every raiyat ejected from a holding :—

(*a*) When the raiyat has, before the date of his ejectment, sown or planted crops in any land comprised in the holding, he shall be entitled, at the option of the landlord, either to retain possession of that land and to use it for the purpose of tending and gathering in the crops, or to receive from the landlord the value of the crops as estimated by the Court executing the decree for ejectment.

(*b*) When the raiyat has, before the date of his ejectment, prepared for sowing any land comprised in his holding, but has not sown or planted crops in that land, he shall be entitled to receive from the landlord the value of the labour and capital expended by him in so preparing the land, as estimated by the Court executing the decree for ejectment, together with reasonable interest on that value :

Provided that a raiyat shall not be entitled to retain possession of any land, or receive any sum in respect thereof under this section when, after the commencement of proceedings by the landlord for his ejectment, he has cultivated or prepared the land contrary to local usage.

204. When a landlord elects, under section 203, clause (*a*), to allow a raiyat to retain possession of any land for the purpose specified in that clause, the raiyat shall pay to the landlord, for the use and occupation of the land during the period for which he is allowed to retain possession of the same, such rent as the Court executing the decree for ejectment may deem reasonable. [C. B. s. 80. B. B. s. 73.]

Payment by raiyat for occupation of land under section 203.

205. In all suits and proceedings for ejectment, the Court shall inquire into and determine all claims under this Act by the landlord against the tenant as such, or by the tenant against the landlord as such. [New.]

All claims between landlord and tenant to be determined in ejectment-proceedings.

206. (1) When it appears to a Court making an inquiry under section 205 that the amount payable by the landlord to the tenant as such exceeds the amount payable by the tenant to the landlord as such, the decree or order for ejectment (if any) shall, unless the landlord and tenant come to an arrangement regarding the payment of the excess sum, specify a time within which it must be paid into Court.

Procedure when, on ejectment, money is due by the landlord to the tenant.

(2) If it is so paid within the time specified, the Court shall eject the tenant; and

if it is not so paid, the Court shall refuse to eject the tenant.

Suit to determine status, &c., of tenant.

207. Every landlord may institute a suit against his tenant, and every tenant against his landlord, for the determination of all or any of the following matters, namely,— [C. B. s. 151. B. B. s. 168.]

Suit to determine status, &c., of tenant.

(*a*) the land held by the tenant;

(*b*) the class to which he belongs, that is to say, whether he is a tenure-holder, occupancy-raiyat, tenant of a bastu-holding, ordinary raiyat, or under-raiyat, and if he is a tenure-holder, whether his rent is liable to enhancement; and

(*c*) the rent payable by him at the time the suit is instituted.

CHAPTER XV.

OF THE SALE OF TRANSFERABLE HOLDINGS IN EXECUTION OF DECREES FOR ARREARS DUE ON THEM.

208. (1). "Incumbrance" in this chapter, used with reference to a tenancy, means any lien, sub-tenancy, easement or other right or interest created upon the holding by the tenant in limitation of his own interest therein, except— D. s. 155. C. B. ss. 206. Expl. & 210. B. B. ss. 228. Expl. & 232.

Definitions.

(*a*) a tenure existing from the time of the permanent settlement;

(*b*) a tenure recognised by the settlement proceedings of any current temporary settlement as a tenure at a rent fixed for the period of that settlement;

(*c*) a tenure of land whereon dwelling-houses, manufactories or other permanent buildings have been erected, or permanent gardens, plantations, tanks, canals,

places of worship or burning or burying grounds have been made;

(*d*) a right of occupancy;

(*e*) a right conferred on an occupancy raiyat to hold at a rent which was a fair and reasonable rent at the time the right was conferred; and

(*f*) any right or interest which the landlord has expressly and in writing given the tenant permission to create.

[C. B. s. 206. Expl. B. B. s. 228. Expl.]

(2) "Registered incumbrance" in this chapter, used with reference to a tenancy on which an arrear of rent is due, means any incumbrance which the defaulter or his predecessor in interest has created by an instrument registered under the Registration Act for the time being in force, and of which, after it has been registered, a copy has been served on the landlord under section 223, not less than six months before the arrear became due.

[C. B. s. 201. B. B. s. 223.]

Application for sale of holding.

209. (1). When a decree has been passed for an arrear of rent due for a transferable holding, and the decree-holder applies under section 235 of the Code of Civil Procedure for the attachment and sale of the holding in execution of the decree, his application shall contain, in addition to the particulars specified in that section and section 237 of the said Code, a statement of the annual rent of the holding.

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(2). When the holding is a permanent tenure, there shall be filed with the application a copy of so much of the register kept under Chapter III as relates to the tenure.

[D. s. 152. C. B. s. 203. B. B. s. 225.]

Proclamation announcing sale.

210. (1). When an order has been passed for the sale of a holding upon an application made under section 209, the proclamation made under section 287 of the Code of Civil Procedure shall, in addition to stating and specifying the particulars mentioned in that section, announce—

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(*a*) in the case of a tenure, that the tenure will first be put to auction subject to the registered incumbrances, and will be sold subject to those incumbrances if the sum bid is sufficient to liquidate the amount of the decree and costs, and that otherwise it will, if the decree-holder so desires, be sold on a subsequent day, of which due notice will be given with power to annul all incumbrances; and

(*b*) in the case of an occupancy-holding, or basta holding, that the holding will be sold with power to annul all incumbrances.

(2). The proclamation shall, besides being made in the manner prescribed by section 289 of the said Code, be published in such manner as the Local Government may, from time to time, direct in this behalf.

C. B. s. 206. B. B. s. 228(*a*) and Expl.

Sale of tenure subject to registered incumbrances and effect thereof.

211. (1). When a tenure has been advertised for sale under section 210, it shall be put up to auction, subject to registered incumbrances; and if the bidding reaches a sum sufficient to liquidate the amount of the decree and costs including the costs of sale, the tenure shall be sold subject to such incumbrances.

(2). The purchaser at a sale under this section may, in manner provided by section 214, and not otherwise, annul any incumbrance upon the tenure not being a registered incumbrance.

212. (1). If the bidding for a tenure put up to auction under section 211 does not reach a sum sufficient to liquidate the amount of the decree and costs as aforesaid, and if the decree-holder thereupon desires that the tenure be sold with power to avoid all incumbrances, the officer holding the sale shall adjourn the sale and make a fresh proclamation under section 289 of the Code of Civil Procedure, announcing that the tenure will be put up to auction and sold with power to avoid all incumbrances upon a future day specified therein, not less than fifteen or more than thirty days from the date of the postponement; and upon that day the tenure shall be put up to auction and sold with power to avoid all incumbrances.

Sale of tenure with power to avoid all incumbrances and effect thereof.

C. B. s. 207(*a*) B. B. s. 229(*a*)

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(2). The purchaser at a sale under this section may, in manner provided by section 214, and not otherwise, annul any incumbrance on the tenure.

D. s. 155. C. B. s. 210. B. B. s. 232.

213. (1.) When an occupancy-holding or bastu-holding has been advertized for sale under section 210, it shall be put up to auction and sold with power to avoid all incumbrances.

Sale of occupancy-holding with power to avoid all incumbrances and effect thereof.

B. B. s. 228(*b*)

(2) The purchaser at a sale under this section may, in manner provided by section 214, and not otherwise, annul any incumbrance on the holding.

214. (1) A purchaser having power to annul an incumbrance under section 211, section 212, or section 213, and desiring to avoid the same, may, within one year from the date on which he first has notice of the incumbrance, present to the Collector an application in writing, requesting him to serve on the incumbrancer a notice declaring that the incumbrance is annulled.

Procedure for annulling incumbrances under the foregoing sections.

(2) Every such application must be accompanied by such fee for the service of the notice as the Board of Revenue may fix in this behalf.

(3) When an application for a service of a notice is made to the Collector in manner prescribed by this section, he shall cause the notice to be served in compliance therewith, and the incumbrance shall be deemed to be annulled from the date on which it is so served.

215. (1) The Local Government may from time to time, by notification in the official Gazette, direct that occupancy-holdings in any local area put up for sale in execution of decrees for rent due on them shall, before being put up with power to avoid all incumbrances, be put up subject to registered incumbrances, and may by like notification rescind any such direction.

Power to direct that occupancy-holdings be dealt with under foregoing sections as tenures.

B. B. s 225(*c*).

(2) While any such direction remains in force in respect of any local area, all occupancy-holdings in that local area shall, for the purposes of sale under the foregoing sections of this chapter, be treated in all respects as if they were tenures.

216. (1) In disposing of the proceeds of a sale under this chapter, the following rules, instead of those prescribed by section 295 of the Code of Civil Procedure, shall be observed, that is to say:—

Rules for disposal of the sale-proceeds.

D. s. 246. C. B. s. 211. B. B. s. 233.

XIV of 1882.

(*a*) There shall first be paid to the decree-holder the costs incurred by him in bringing the holding to sale.

(*b*) There shall, in the next place, be paid to the decree-holder the amount due to him under the decree in execution of which the sale was made.

(*c*) If there remains a balance after these sums have been paid, there shall be paid to the decree-holder therefrom any rent which may have fallen due to him in respect of the holding between the institution of the suit and the date of the sale, but not more than six months after the date of the final decree.

(*d*) The balance (if any) remaining after the payment of the rent mentioned in clause (*c*), shall, upon the expiration of two months from the confirmation of the sale, be paid to the judgment-debtor upon his application.

(2) If the judgment-debtor disputes the decree-holder's right to receive any sum on account of rent under clause (*c*), the Court shall determine the dispute, and the determination shall have the force of a decree.

D. s 153.
C. B. s. 204.
B. B. s. 226.

Holding to be released from attachment only on payment into Court of amount of decree with costs, or on confession of satisfaction by decree-holder.

217. (1) Sections 278 to 283 (both inclusive) of the Code of Civil Procedure shall not apply to a holding attached in execution of a decree for arrears due thereon.

XIV of 1882.

(2) When an order for the sale of a holding in execution of such a decree has been made, the holding shall not be released from attachment unless, before it is knocked down to the auction-purchaser, the amount of the decree, including the costs decreed, together with the costs incurred in order to the sale, is paid into Court, or the decree-holder makes an application for the release of the holding on the ground that the decree has been satisfied out of Court.

(3) Nothing in this section shall affect the right of any person to institute a suit to set aside the sale of a holding under this chapter.

D. ss. 35, 36, 154.
C. B. s. 205.
B. B. s. 227.

Amount paid into Court to prevent sale to be in certain cases a mortgage-debt on the holding.

218. (1) When any person having in a holding advertized for sale, under this chapter, an interest which would be voidable upon such sale, pays into Court the amount requisite to prevent the sale,

(*a*) the amount so paid by him shall be deemed to be a debt bearing interest at twelve per cent. per annum and secured by a mortgage of the holding to him;

(*b*) his mortgage shall, subject to the provisions of section 125, be deemed to be the first charge on the holding; and

(*c*) he shall be entitled to take possession of the holding as mortgagee, and retain possession of it as such until the debt, with the interest due thereon, has been discharged.

(2) Nothing in this section shall affect any other remedy to which any such person would be entitled.

D. ss. 35, 36, 154.
C.
B. B. s. 227.

Inferior tenant paying into Court may deduct from rent.

219. When a holding is advertised for sale under this chapter in execution of a decree against a superior tenant defaulting, and an inferior tenant, whose interest would be voidable

upon the sale, pays money into Court in order to prevent the sale, he may, in addition to any other remedy provided for him by law, deduct the whole or any portion of the amount so paid from any rent payable by him to his immediate landlord; and, if that landlord is not the defaulter, he may in like manner deduct the amount so deducted from any rent payable by him to his immediate landlord, and so on until the defaulter is reached.

C. B. s. 205 (1.)
B. B. s. 230 (1.)

Decree-holder may bid at sale; judgment-debtor may not.

223. (1) Notwithstanding anything contained in section 294 of the Code of Civil Procedure, the holder of a decree in execution of which a holding is sold under this chapter may, without the permission of the Court, bid for or purchase the holding.

XIV of 1882.

(2) The judgment-debtor shall not bid for or purchase a holding so sold.

Operation of sections 313 and 326 of Code of Civil Procedure excluded.

221. Sections 313 and 326 of the Code of Civil Procedure shall not apply to any sale under this chapter.

XIV of 1882.

Registration of certain instruments creating incumbrances.

222. Notwithstanding anything contained in Part IV of the Indian Registration Act, 1877, an instrument creating an incumbrance upon any transferable holding which has been executed before the commencement of this Act, and is not required by section 17 of the said Registration Act to be registered, shall be accepted for registration under that Act if it is presented for that purpose to the proper officer within one year from the commencement of this Act.

New.

III of 1877.

Registration officers to serve copies of instruments creating incumbrances.

223. Every officer who has, whether before or after the passing of this Act, registered an instrument executed by a tenant of a transferable holding, and creating an incumbrance on the holding, shall, at the request of the tenant or of the person in whose favour the incumbrance is created, and on payment by him of such fee as the Local Government may fix in this behalf, cause a copy of the instrument to be served on the landlord in the manner prescribed in Part VII of the Indian Registration Act, 1877, for the service of summons.

C. B. s. 206 Expl.
B. B. s. 228 Expl.

III of 1877.

CHAPTER XVI.

OF LIMITATION.

Limitation in suits, appeals and applications in Schedule IV.

224. The suits, appeals and applications specified in Schedule IV annexed to this Act shall be instituted and made within the time prescribed in that schedule for them respectively; and every such suit or appeal instituted, and application made, after the period of limitation so prescribed, shall be dismissed, although limitation has not been pleaded.

Portions of the Indian Limitation Act not applicable to such suits, &c.

225. Sections 7, 8 and 9 of the Indian Limitation Act, 1877, shall not apply to the suits and applications mentioned in section 224.

XV of 1877.

CHAPTER XVII.

SUPPLEMENTARY.

Saving as to service-tenures.

226. Nothing in this Act shall confer a right to transfer or bequeath a service-tenure which, before the passing of this Act, was not capable of being transferred or bequeathed.

Power to make rules regarding procedure and powers of officers.

227. The Local Government may, from time to time, by notification in the official Gazette, make rules consistent with this Act to regulate the procedure to be followed by Revenue officers in the discharge of any duty imposed upon them by or under this Act, and may by such rules confer upon any such officer—

(*a*) any power exercised by a Civil Court in the trial of suits ;

(*b*) power to enter upon any land, and to survey, demarcate and make a map of the same; and

(*c*) power to cut and thresh the crops on any land and weigh the produce, with a view to estimating the capabilities of the soil.

Procedure for making, publication and confirmation of rules.

228. (1) Every authority having power to make rules under any section of this Act shall, before making the rules, publish a draft of the proposed rules for the information of persons likely to be affected thereby.

(2) The publication shall be made in the case of rules made by the Local Government or High Court, in such manner as may in its opinion be sufficient for giving information to persons interested, and in the case of rules made by any other authority, in the prescribed manner.

(3) There shall be published with the draft a notice specifying a date at or after which the draft will be taken into consideration.

(4) The authority shall receive and consider any objection or suggestion which may be made by any person with respect to the draft before the date so specified.

(5) The publication in the official Gazette of a rule purporting to be made under this Act shall be conclusive evidence that it has been duly made.

Naibs and gumashtas of landlords.

229. Any appearance, application or act in, before, or to, any Court or other authority required or authorized by this Act to be made or done by a landlord may, unless the Court or authority otherwise directs, be made or done also by a naib or gumashta of the landlord empowered in this behalf by a written authority under the hand of the landlord ; and every notice required by this Act to be served on, or given to, a landlord shall, if served on, or given to, a naib or gumashta of the landlord empowered as aforesaid to accept service of or receive the same, be as effectual for the purposes of this Act as if it had been served on, or given to, the landlord in person.

Rights of pasturage, forest rights, &c.

230. The provisions of this Act applicable to suits for the recovery of arrears of rent shall, as far as may be, apply to suits for the recovery of anything payable or deliverable in respect of any rights of pasturage, forest rights, rights over fisheries and the like.

SCHEDULE I.

(*See Section 2.*)

REPEAL OF ENACTMENTS.

Regulations of the Bengal Code.

Number and year.	Subject of Regulation.	Extent of repeal.
VII of 1793 ...	A Regulation for re-enacting with modifications and amendments the rules for the Decennial Settlement of the Public Revenue payable from the lands of the zamindars, independent taluqdars, and other actual proprietors of land in Bengal, Behar and Orissa, passed for those Provinces respectively on the 18th September 1789, the 25th November 1789, and the 10th February 1790, and subsequent dates.	Sections 51, 52, 53 54, 55, 64, and 65.
XII of 1805 ...	A Regulation for the settlement and collection of the Public Revenue in the zila of Cuttack, including the pergunnahs of Pattaspur, Kumnadichour, and Bagrae at present included in the zila of Midnapur.	Section 7.
V of 1812 ...	A Regulation for amending some of the rules at present in force for the collection of the land revenue.	Sections 2, 3, 4, 26 and 27.
XVIII of 1812 ...	A Regulation for explaining section 2, Regulation V, 1812, and rescinding sections 3 and 4, Regulation XLIV, 1793, and sections 3 and 4, Regulation L, 1795, and enacting other rules in lieu thereof.	Preamble and sections 2 and 3.
VIII of 1819 ...	A Regulation to declare the validity of certain tenures, and to define the relative rights of zamindars and patni taluqdars; also to establish a process for the sale of such taluqs in satisfaction of the zamindar's demand of rent and to explain and modify other parts of the system established for the collection of rents generally throughout Bengal.	The whole Regulation.
I of 1820 ...	A Regulation for providing that all sales of certain taluqs, made answerable by sale for arrears of the zamindar's rent, shall be conducted in the mode prescribed by Regulation VIII, 1819, for the sales therein described.	The whole Regulation.
XI of 1825 ...	A Regulation for declaring the rules to be observed in determining claims to lands gained by alluvion or by dereliction of a river or the sea.	In clause 1 of section 4, from and including the words "nor if annexed to a subordinate tenure" to the end of the clause.

Acts of the Bengal Council.

Number and year.	Subject of Act.	Extent of repeal.
VI of 1862 ...	An Act to amend Act X of 1859 (to amend the law relating to the recovery of rent in the Presidency of Fort William in Bengal).	The whole Act.
VIII of 1865 ..	An Act to amend the law for the sale of such undertenures as by the title-deeds or established usage of the country are transferable by sale or otherwise for the recovery of arrears of rent due in respect thereof.	The whole Act.

Number and year.	Subject of Act.	Extent of repeal.
IV of 1867 ...	An Act to explain and amend Act VI of 1862, passed by the Lieutenant-Governor of Bengal in Council, and to give validity to certain judgments.	The whole Act.
VIII of 1869 ...	An Act to amend the Procedure in suits between Landlords and Tenants.	The whole Act.
VIII of 1879 ...	An Act to define and limit the powers of Settlement-officers.	The whole Act.

Acts of the Governor-General in Council.

Number and year.	Subject of Act.	Extent of repeal.
XXV of 1850 ...	An Act for the for feiture to Government of deposits made on incomplete sales of land under Regulation VIII, 1819, and Act IV, 1846.	So much as is unrepealed.
XXXIII of 1850 ...	An Act for amending the forms necessary for the sale of patní tenures in Bengal.	The whole Act.
VI of 1853 ...	An Act relating to summary suits for arrears of rent, to sales of patní taluqs and other saleable tenures, and to sales of land in satisfaction of summary decrees for rent.	The whole Act.
X of 1859 ...	An Act to amend the law relating to the recovery of rent in the Presidency of Fort William in Bengal.	The whole Act.

SCHEDULE II.

(*See Section* 36.)

Extract from Preamble to Regulation VIII of 1819.

"In the exercise of the privilege * * * conceded to zamíndárs under direct engagements with Government, there has been created a tenure which had its origin on the estates of the Rájá of Bardwán, but has since been extended to other zamíndáris; the character of which tenure is, that it is a taluq created by the zamíndár, to be held at a rent fixed in perpetuity, by the lessee and his heirs for ever; the tenant is called upon to furnish collateral security for the rent, and for his conduct generally, or he is excused from this obligation at the zamíndár's discretion; but even if the original tenant be excused, still, in case of sale for arrears, or other operation leading to the introduction of another tenant, such new incumbent has always in practice been liable to be so called upon at the option of the zamíndár.

"By the terms also of the engagements interchanged, it is, amongst other stipulations, provided that, in case of an arrear occurring, the tenure may be brought to sale by the zamíndár, and if the sale do not yield a sufficient amount to make good the balance of rent at the time due, the remaining property of the defaulter shall be further answerable for the demand.

"These tenures have usually been denominated patní taluqs, and it has been a common practice of the holders of them to underlet on precisely

similar terms to other persons who, on taking such leases, went by the name of darpatní taluqdárs: these, again, sometimes similarly underlet to be-patnídárs; and the conditions of all the title-deeds vary in nothing material from the original engagements executed by the first holder."

SCHEDULE III.

—SUMMARY SALE OF PATNÍ TENURES.

(*See Section* 42.)

Extract from Regulation VIII of* 1819, *amended in accordance with subsequent enactments.

Zamíndárs allowed sales of tenures, in which right to sale for arrears is reserved.

8. *First.*—Zamíndárs, that is, proprietors under direct engagements with the Government, shall be entitled to apply in the manner following for periodical sales of any tenures upon which the right of selling or bringing to sale for an arrear of rent may have been specially reserved by stipulation in the engagements interchanged on the creation of the tenure.

The exercise of this power shall not be confined to cases in which the stipulation for sale may have been unrestricted in regard to time, but shall apply equally to tenures held under engagements stipulating merely for a sale at the end of the year, in conformity, with the practice heretofore allowed by the Regulations in force.

First sale to be applied for on first Baisákh.

Second.—On the first day of Baisákh, that is, at the commencement of the following year from that of which the rent is due, the zamíndár shall present a petition to the Collector, containing a specification of any balances that may be due to him on account of the expired year, from all or any taluqdárs or other holders of an interest of the nature described in the preceding clause of this section.

The same shall then be stuck up in some conspicuous part of the kachahrí, with a notice that if the amount claimed be not paid before the first of Jeth following, the tenures of the defaulters will on that day be sold by public sale in liquidation.

Should, however, the first of Jeth fall on a Sunday or holiday, the next subsequent day, not a holiday, shall be selected instead; a similar notice shall be stuck up at the sadr kachahrí of the zamíndár himself, and a copy or extract of such part of the notice as may apply to the individual case shall be by him sent to be similarly published at the kachahrí or at the principal town or village upon the land of the defaulter.

The zamíndár shall be exclusively answerable for the observance of the forms above prescribed, and the notice required to be sent into the mufassal shall be served by a single peon, who shall bring back the receipt of the defaulter, or of his manager, for the same; or in the event of inability to procure this, the signatures of three substantial persons residing in the neighbourhood, in attestation of the notice having been brought and published on the spot.

If it shall appear from the tenor of the receipt or attestation in question that the notice has been published at any time previous to the fifteenth of the month of Baisákh, it shall be a sufficient

warrant for the sale to proceed upon the day appointed.

In case the people of the village should object or refuse to sign their names in attestation, the peon shall go to the kachahrí of the nearest munsif, or if there should be no munsif, to the nearest thánú, and there make voluntary oath of the same having been duly published; certificate to which effect shall be signed and sealed by the said officers and delivered to the peon.

Mid year sale to be applied for on first of Kártik.

Third.—On the first day of Kártik, in the middle of the year, the zamíndár shall be at liberty to present a similar petition, with a statement of any balances that may be due on account of the rent of the current year, up to the end of the month of Asin, and to cause similar publication to be made of a sale of the tenures of defaulters, to take place on the first of Aghan, unless the whole of the advertised balance shall be paid before the date in question, or so much of it as shall reduce the arrear, including any intermediate demand for the month of Kártik, to less than one-fourth or a four-anna proportion of the total demand of the zamíndár, according to the kistbandí, calculated from the commencement of the year to the last day of Kártik.

Sales how conducted.

9. All sales of saleable tenures applied for under the rules of this Regulation shall be made in public kachahrí; the land shall be sold to the highest bidder, and every one not the actual defaulter shall be free to bid, not excepting the person in satisfaction of whose demand the sale may be made, nor the under-tenants of the defaulter; fifteen per cent. of the purchase-money shall be paid immediately the lot is knocked down, and the officer conducting the sale shall be competent to refuse to accept a bid, or to knock down a lot to any bidder, unless he has assurance to his satisfaction that the amount required to be deposited is in hand for the purpose, or will be produced within two hours.

If the fifteen per cent. be not paid in cash, * * * * * * * * * * * within two hours of the sale, or an equivalent amount in Government securities be not lodged, the lot shall be resold on the same day, and if the remainder of the purchase-money be not paid by noon of the eighth day, notice shall be given of resale on the following day, that is, on the ninth from the first sale, by proclaiming the same by beat of drum through the bazar of the sádr station of the zila, after which the lot shall be resold at the appointed time at the risk of the first purchaser, who shall forfeit the advance of fifteen per cent. already made, and be further answerable for any sum in which the proceeds of the second sale may fall short of the antecedent one; such deficiency to be levied by the process for the execution of decrees of the Civil Courts.

The forfeited deposit shall be applied to defray the expenses of the sale, and the surplus shall be credited to Government.

Forms to be observed in selling.

10. At the time of the sale, the notice previously stuck up in the kachahrí shall be taken down, and the lots be called up successively in the order in which they may be found in that notice.

A person shall attend on the part of the zamíndár, with a particular statement of the payments made up to the day of sale, on account of the

balance of each advertised lot, together with the receipt for, or certificate of, the notice directed to be published in the mufassal, nor shall any lot be put up to sale until the statement produced shall have been inspected, and the existence of a balance for the year ascertained therefrom, nor until the receipt for the notice shall have been read; the observance of which forms shall be recorded in a separate rubakárí to be held upon each lot sold.

If the sale be of the description provided for in the third clause of section 8 of this Regulation, the kistbandí of the defaulter shall likewise be produced, in order that it may be seen that the balance remaining unpaid exceeds a four-anna proportion of the demand up to the date of sale; nor shall the sale take place unless this be ascertained.

The zamíndár shall be exclusively responsible for the correctness and authenticity of the papers so be thus exhibited, nor shall the public officer making the sale be answerable in any respect, except for its fairness and publicity, and for the observance of the rules prescribed for his guidance in this Regulation.

Tenure to be sold free of incumbrance by act of defaulter.

11. *First.*—It is hereby declared that any taluq or saleable tenure that may be disposed of at a public sale, under the rules of this Regulation, for arrears of rent due on account of it, is sold free of all incumbrances that may have accrued upon it by act of the defaulting proprietor, his representatives or assignees, unless the right of making such incumbrances shall have been expressly vested in the holder by a stipulation to that effect in the written engagements under which the said taluq may have been held.

No transfer by sale, gift or otherwise, no mortgage or other limited assignment, shall be permitted to bar the indefeasible right of the zamíndár to hold the tenure of his creation answerable in the state in which he created it, for the rent which is in fact his reserved property in the tenure, except the transfer or assignment, should have been made with a condition to that effect, under express authority obtained from such zamíndár.

Second.—In like manner, on sale of a taluq for arrears, all leases originating with the holder of the former tenure, if creative of a middle interest between the resident cultivators and the late proprietor, must be considered to be cancelled, except the authority to grant them should have been specially transferred; the possessors of such interests must consequently lose the right to hold possession of the land and to collect the rents of the raiyats; this having been enjoyed merely in consequence of the defaulter's assignment of a certain portion of his own interest, the whole of which was liable for the rent.

No under lease to stand after sale.

* * * * *

Reason for allowing under-tenants means of staying sale.

13. *First.*—With reference to the injury that may be brought upon the holder of a taluq of the second degree by the operation of the preceding rules, in case the proprietor of the superior tenure purposely withholds the rent due from himself to the zamíndár, after having realized his own dues from the inferior tenantry,

it is deemed necessary to allow such taluqdárs th means of saving their tenures from the ruin th must attend such a sale; and the following rul have accordingly been enacted for this purpose.

How under-tenants may stay sale.

Second.—Whenever the tenure of a taluqdár o the first degree may b advertised for sale in th manner required by the second and third clauses o section 8 of this Regulation, for arrears of ren due to the zamíndár, the taluqdárs of the secon degree, or any number of them, shall be entitle to stay the final sale, by paying into the Collector ate the amount of balance that may be declare due by the person attending on the part of th zamíndár on the day appointed for sale; in lik manner they shall be entitled to lodge money ante cedently, for the purpose of eventually answering any demand that may remain due on the da fixed for the sale, and should the amount lodge be sufficient, the sale shall not proceed, but afte making good to the zamíndár the amount o his demand, any excess shall be paid back to th person or persons who may have lodged it.

Procedure in case of amount lodged being rent due from under-tenant;

Third.—If the amount so lodged shall be rent due by the inferior taluq dár to the holder of the advertised tenure, the same shall be stated at the time of making the deposit, and the amount shall be carried to the account of the tenant or tenants lodging it, and be deducted from any claim of rent that may at the time be pending, or be thereafter brought forward against him or them by the proprietor of the advertised tenure, on account of the year or months for which the notice of sale may have been published.

and in case of amount lodged being advanced from private funds.

Fourth.—If the person or persons making such a deposit, in order to stay the sale of the superior tenure, shall have already paid the whole of the rent due from himself or themselves, so that the amount lodged is an advance from private funds, and not a disbursement on account of the said rent, such deposit shall not be carried to credit in, or set against, future demands for rent, but shall be considered as a loan made to the proprietor of the tenure preserved from sale by such means, and the taluq so preserved shall be the security to the person or persons making the advance, who shall be considered to have a lien thereupon, in the same manner as if the loan had been made upon mortgage, and he or they shall be entitled, on applying for the same, to obtain immediate possession of the tenure of the defaulter, in order to recover the amount so advanced from any profits belonging thereto.

If the defaulter shall desire to recover his tenure from the hands of the person or persons who, by making the advance, may have acquired such an interest therein, and entered on possession in consequence, he shall not be entitled to do so, except upon repayment of the entire sum advanced, with interest at the rate of twelve per cent. per annum up to the date of possession having been given as above, or upon exhibiting proof, in a regular suit to be instituted for the purpose, that the full amount so advanced, with interest, has been realized from the usufruct of the tenure.

Sale not to be stayed unless arrear claim be lodged.

14. *First.*—Should the balance claimed by a zamíndár on account of the rent of any under-tenure remain unpaid upon the day fixed for the sale of the tenure, the sale shall be made without reserve, in the manner provided for in sections 9 and 10 of this Regulation; nor shall it be stayed or postponed on any account, unless the amount of the demand be lodged.

But suit to lie for its reversal.

It shall, however, be competent to any party desirous of contesting the right of the zamíndár to make the sale, whether on the ground of there having been no balance due, or on any other ground, to sue the zamíndár for the reversal of the same, and upon establishing a sufficient plea, to obtain a decree with full costs and damages.

The purchaser shall be made a party in such suits, and upon decree passing for reversal of the sale, the Court shall be careful to indemnify him against all loss, at the charge of the zamíndár or person at whose suit the sale may have been made.

Defaulter may apply for summary investigation.

Second.—In cases also in which a taluqdár may contest the zamíndár's demand of any arrear, as specified in the notice advertised, such taluqdár shall be competent to apply for a summary investigation at any time within the period of notice; the zamíndár shall then be called upon to furnish his kabuliyat and other proofs at the shortest convenient notice, in order that the award may, if possible, be made before the day appointed for sale.

Sale not to be stayed unless amount claimed be deposited.

Such award, if so made, will of course regulate the ulterior process; but if the case be still pending, the lot shall be called up in its turn, notwithstanding the suit; and if the zamíndár or his Agent in attendance insist on the demand, the sale shall be made on his responsibility, nor shall it be stayed, or the summary suit be allowed to proceed, unless the amount claimed be lodged in cash, * * * * * * * * * or in Government securities, by the taluqdár contesting the demand; and if such deposit be not made, the alleged defaulter will have no remedy, but by a regular action for damages and for a reversal of the sale.

Delivery of possession to purchaser.

15. *First.*—So soon as the entire amount of the purchase-money shall have been paid in by the purchaser at any sale made under this Regulation, such purchaser shall receive from the officers conducting the sale a certificate of such payment.

The purchaser shall then proceed with the certificate in question to procure a transfer to his name in the kachahrí of the zamíndár, and upon furnishing security, if required, to the extent of half the jama or annual rent, he shall receive the usual 'amaldastak' or order for possession, together with the notice to the raiyats and others to attend and pay their rents henceforward to him.

The zamíndár shall also be bound to furnish access to any papers connected with the tenure purchased, that may be forthcoming in his kachahrí; and should he in any manner delay the transfer in his office, or refuse to give the orders for possession, notwithstanding that good and substantial security shall have been furnished or tendered on requisition, the new purchaser shall

be entitled to apply direct to the Collector; and he shall receive the orders for possession, and shall be put in possession, of the lands by means of the názir, in the same manner as possession is obtained under a decree of Court; * * *

* * * * * *

Second.—When the new purchaser shall proceed to take possession of the lands of his purchase, if the late incumbent himself, or the holders of tenures or assignments derived from the late incumbent, and intermediate between him and the actual cultivators, shall attempt to offer opposition, or to interfere with the collections of the new purchaser, from the lands composing his purchase, the latter shall be at liberty to apply immediately to the Collector for the aid of the public officers in obtaining possession of his just rights.

Procedure in case of opposition to purchaser.

A proclamation shall then issue under the seal and signature of the Collector declaring that the new incumbent having, by purchase at a sale for arrears of rent due to the zamíndár, acquired the entire rights and privileges attaching to the tenure of the late taluqdár, in the state in which it was originally derived by him from the zamíndár, he alone will be recognized as entitled to make the zamíndárí collections in the mufassal, and no payments made to any other individual will on any account be credited to the raiyats or others in any suit for rent or on any other occasion whatever when the same may be pleaded.

Third.—Should the late incumbent or his late under-tenants continue to oppose the entry of the new purchaser, notwithstanding the issuing of such a proclamation, or should there be reason to apprehend a breach of the peace on the part of any one, the aid of the police-officers and of all other public officers who may be at hand and capable of affording assistance shall be given to the new purchaser, on his presenting a written application for the same; and in the event of any affray or breach of the peace occurring, the entire responsibility shall rest with the party opposing the lawful attempt of the purchaser to assume his rights.

Procedure in case of continued opposition.

* * * * *

17. *First.*—The following rules have been enacted for the disposal of the proceeds of any sale made under the rules of this Regulation.

Disposal of proceeds of sales.

Second.—One per cent. shall first be deducted from the nett proceeds realized, and shall be carried to the account of Government for the purpose of meeting the expense of any extra establishments which it may be necessary to maintain for carrying into effect the provisions of this Regulation.

Deduction on account of Government.

Third.—The balance on account of which the sale may have been made shall next be made good in full (with interest and all charges incurred in bringing the taluq to sale) to the zamíndár or other person to whom the same may be due; provided, however, that no former balances, beyond those of the current year (or of that immediately expired, if the sale be at the

Payment to zamíndárs

commencement of the following year), shall be included in the demand to be thus satisfied.

Such antecedent balances, if the zamíndár shall have omitted to avail himself of the process within his reach for having them satisfied at the time, will have become in fact mere personal debts of the individual taluqdár, and must be recovered in the same way as other debts by a regular suit in the Court.

Disposal of remainder.

Fourth.—Any excess that may remain after satisfying the demand of the zamíndár, in the manner above described, shall be forthwith sent by the officer conducting the sale to the treasury of the Collector or Assistant Collector of the district, to be there held in deposit to answer the claims of the taluqdárs of the second degree, or of others who, by assignment of the defaulter, may be at the time in possession of a valuable interest on the land composing the taluq sold, or on any part of it.

Under-tenants free to prosecute for price of their interest or compensation.

Fifth.—It shall be competent to any one conceiving himself to possess such an interest to bring forward his claim to the price he may have paid for the same, or for a just compensation for the loss sustained by him in consequence of the sale, by instituting a regular suit at any time within two months from the date of sale.

If the Court shall, on investigation, consider the plaintiff's claim to be an equitable one, the Court will award to the claimant either the price he may have originally paid, or the value of the interest at the time of sale, or any other amount that may be deemed just and equitable under all the circumstances.

If there be more claimants than one, payment shall not be made from the deposit, until the whole of the claims be settled; and in case the value assessed upon the whole should exceed the amount in deposit, such amount shall be divided proportionately, and the remainder stand as a personal debt against the defaulter, to be realized from him by the usual process for the execution of decrees.

Suit not to lie if under-tenant be himself in arrear at time of sale.

Sixth.—Provided, however, that no taluqdár of the second degree or other possessor of an assigned interest upon the land of the tenure sold, who may be holding under a stipulation for the payment of an annual amount in the way of rent, shall be entitled to recover compensation for the loss of such tenure or assignment upon its becoming cancelled by sale of the superior taluq, except after exhibiting proof that the whole amount of the rent demandable from himself has been paid or lodged for the purpose prior to the date of sale.

When defaulter to receive excess unclaimed.

Seventh.—Should no claims upon the purchase-money of a taluq sold as above be brought forward by any under-tenants or assignees, within the period of two months from the date of sale, or should the amount claimed by those who may have sued not equal the entire deposit, the defaulter whose tenure may have been sold shall be at liberty to petition the Court for the amount so held in deposit, or for the excess thereof, as the case may be, and he shall receive a certificate under the seal of the Court, of there

being no claims to afford ground of detention for the whole or any part of the deposit; and upon exhibiting such certificate to the Collector, the amount set free thereby shall be paid to his receipt.

In the same manner, upon executing a decree passed in favour of any under-tenants or assignees, they shall receive certificates under the seal of the Court, declaring the amount adjudged to them out of the deposit; and upon exhibiting these certificates, the amount shall be paid severally to their receipts by the Collector.

Substitution of Government securities for cash in deposit.

Eight.—It shall be competent to any party interested in a deposit, to withdraw the whole or any part thereof, on substituting Government securities, bearing interest in lieu of the money so held in deposit; such securities to be taken of the rate of discount or premium of the day, as shown by the Government Gazette last received.

SCHEDULE IV.

(*See Section* 224.)

PART I.—*Suits.*

Description of suit.	Period of Limitation.	Time from which period begins to run.
1. To eject any tenure-holder or raiyat on account of any breach of a condition in respect of which there is a contract expressly providing that ejectment shall be the penalty of such breach.	One year ...	The date of the breach.
2. For the recovery of an arrear of rent—		
(*a*) when the arrear fell due before a deposit was made on account of the rent of the same holding under section 103.	Six months ...	The date of the deposit.
(*b*) in other cases ...	Thre years ...	The last day of the Bengali year in which the arrear fell due, where that year prevails, and the last day of the month of Jeyt of the Amli or Fasli year in which the arrear fell due, where either of those years prevails.

PART II.—*Appeals.*

Description of appeal.	Period of Limitation.	Time from which period begins to run.
3. From any decree or order under this Act to the Court of a District Judge.	Thirty days ...	The date of the decree or order appealed against.
4. From any order of a Collector under this Act to the Commissioner.	Thirty days ...	The date of the order appealed against.

PART III.—*Applications.*

Description of application.	Period of Limitation.	Time from which period begins to run.
5. For the execution of a decree or order made under this Act, or any Act repealed by this Act, and not being a decree for a sum of money exceeding Rs. 500, exclusive of any interest which may have accrued after decree, upon the sum decreed, but inclusive of the costs of executing such decree except where the judgment-debtor has by fraud or force prevented the execution of the decree.	Three years ...	(1) The date of the decree or order; or (2) where there has been an appeal, the date of the final decree or order of the Appellate Courts; or (3) where there has been a review of judgment, the date of the decision passed on the review.

STATEMENT OF OBJECTS AND REASONS.

THE history of landlord and tenant legislation in Bengal, and of the circumstances which have led to the preparation of the present Bill, is given in full detail in the papers which have been published. A very brief summary of it must suffice here.

Immediately before the Permanent Settlement was made, the Court of Directors, in conveying instructions to the Government here regarding it, wrote as follows*:—

"In order to leave no room for our intentions being at any time misunderstood, we direct you to be accurate in the terms in which our determination is announced. * * * You will, in particular manner, be cautious so to express yourselves as to leave no ambiguity as to our right to interfere, from time to time, as it may be necessary, for the protection of the raiyats and subordinate landlords, it being our intention, in the whole of this measure, effectually to limit our own demands, but not to depart from our inherent right as sovereigns of being the guardians and protectors of every class of persons living under our Government."

2. In conformity with these instructions an article was inserted in section 8 of Regulation I of 1793, by which the Permanent Settlement was effected, expressly saving the right of the Government to legislate for the protection of persons having interests in the soil below those of the zemindars. It need hardly be said that any such saving was, strictly speaking, superfluous, inasmuch as the Government of an agricultural country like India would, apart altogether from it, be entitled, or rather bound, to legislate from time to time, as occasion might require, for the protection of the inferior occupants of the soil. But the article is important as showing that the view taken of the relations between the Government, the zemindars, and the inferior landholders under the Permanent Settlement was the same in 1793 as it is to-day.

The article runs as follows:—

"To prevent any misconstruction of the foregoing articles" (fixing the Government revenue for ever) "the Governor-General in Council thinks it necessary to make the following declarations to the zemindars, independent taluqdars, and other actual proprietors of land:—*First*, it being the duty of the ruling power to protect all classes of people, and more particularly those who, from their situation, are most helpless, the Governor-General in Council will, whenever he may deem it proper, enact such regulations as he may think necessary for the protection and welfare of the dependent taluqdars, raiyats, and other cultivators of the soil; and no zemindar, independent taluqdar, or other actual proprietor of land shall be entitled on this account to make any objection to the discharge of the fixed assessment which they have respectively agreed to pay."

3. Again, it was enacted by section 67 of Regulation VIII of 1793 (a Regulation re-enacting, with modifications, the rules for the Decennial Settlement) that proprietors should be bound by the restrictions in their kabuliyats, and the 9th of these, as stated by Harington (vol. II, page 255) was "that implicit obedience be shown to all regulations which have been or may be prescribed by Government concerning the rents of the raiyats and the collections from under-tenants and agents of every description, as well as from all other persons whatever."

4. The most important enactment passed in pursuance of these provisions is Act X of 1859, the substantive provisions of which, either in their original form or as re-enacted in Act VIII of 1869† (of the Bengal Council), still govern the relations of landlord and tenant in Bengal.

The effect of Act X of 1859 is admitted to have been on the whole beneficial; but on certain important points it cannot be considered a success. In particular, as will presently be explained at greater length, it placed the right of occupancy, which it recognized in the tenant, and the right to enhance rent, which it recognized in the landlord, on a most precarious footing. The result of this has been that, as usually happens with a law which is uncertain in its operation, it has added strength to the strong and further weakened those who were already weak. In Behar, where the social and economical conditions of the country tend to give the landlords the upper hand, we hear of tenants rack-rented, subjected to *quasi*-feudal oppressions and arbitrarily ousted from their holdings: in Eastern Bengal, on the contrary, where circumstances favour the tenants, we hear of landlords who not only cannot obtain the enhancements of rent to which they are entitled, but at times, when tenants combine against them, cannot even recover what is admitted to be due at existing rates.

5. The difficulties connected with Act X of 1859 began to be felt at an early period. It received the assent of the Governor-General on the 29th of April 1859, and before the end of 1863 its amendment had been suggested by Sir Barnes Peacock, the Chief Justice of Bengal, and by the Revenue authorities of the North-Western Provinces. Of late years successive Lieutenant-Governors of Bengal have borne witness to the existence of chronic evils, which nothing short of comprehensive legislation could cure. In 1873 Sir George Campbell had no doubt that the Government would be eventually compelled to deal with the whole question of the relations of landlords and raiyats in Bengal. In 1876, in the course of the debates on the Agrarian Disputes Act—a measure devised to meet the difficulties between landlords and tenants in Eastern Bengal—the Hon'ble Kristodas Pal, a representative of the zemindars, urged that the indefiniteness of the principles of Act X of 1859 had brought suits for the adjustment of rents to a dead-lock. Sir R. Temple concurred in the opinion that some principle for determining rates of rent should be fixed by legislation, and in August 1876 proposed to

* Harington II, pp. 191-92.

† Throughout this Statement Act X of 1859 only will be referred to. It will be understood that what is said regarding it applies equally to Act VIII of 1869.

introduce a Bill to define the principles on which the rights of occupancy raiyats and tenure-holders should be fixed, to simplify the procedure for realizing arrears of rent in undisputed cases, to extend the definition of "occupancy raiyat," and to render the interest of a raiyat of that class liable to sale for default in paying rent and transferable by private agreement.

These proposals had not, however, been fully considered when Sir R. Temple, early in 1877, made over charge of the Lieutenant-Governorship to Sir Ashley Eden; and it was then arranged that the larger amendment of the law should be deferred, and a Bill providing only for the realization of undisputed arrears introduced at once.

6. It was, however, found, when the Bill was introduced, that it was impracticable to limit its scope in this way. The discussion as to the transferability of the right of occupancy had materially advanced, and it had been recognized that the Legislature would have to alter the law with reference to ejectment, distraint, instalments and deposits of rent, and possibly sub-letting. It began to be apparent that many of the proposed provisions would eventually prove to be intimately connected with other portions of the existing law not ostensibly affected by them; and in February 1879 a majority of the Select Committee on the Bill recommended that the whole subject of a revision of the Rent Law should be once for all fairly faced. This proposal was supported by Sir Ashley Eden; and in April 1879 the Government of India sanctioned the formation of a Commission to prepare a digest of the existing statute and case law, and to frame the draft of a consolidating Bill.

7. Meanwhile a separate discussion had been proceeding with reference to the abuses already mentioned as prevailing in the relations between landlords and tenants in Behar. As far back as the year 1868, Lord Lawrence, then Governor-General, had recorded a minute relating to the depressed state of the peasantry in Behar, in which he had said that he believed "that it would be necessary for the Government, sooner or later, to interfere and pass a law which should thoroughly protect the raiyat and make him—what he is now only in name—a free man, a cultivator with the right to cultivate the land he holds, provided he pays a fair rent for it." Again, in the years 1875 and 1876, when the condition of Behar came under consideration, it was acknowledged that some remedies must be applied. Two years later the Lieutenant-Governor appointed a committee of experienced Behar officials to advise upon the matter; and on the 8th March 1879 they submitted their report, proposing so many changes of the existing law that they did not consider that the requirements of the case would be properly met by a mere amending Bill. They were of opinion that the whole rent law should be re-cast.

8. Thus two independent committees arrived simultaneously at the same conclusion, namely, that the time for a complete revision of the existing law had arrived.

The report of the Behar committee was referred to the Rent Law Commission, which was appointed under the sanction referred to above (paragraph 6), and that Commission, on the 19th June 1880, submitted its report with a draft Landlord and Tenant Bill, which, having been revised by the Government of Bengal, has furnished the basis of the present Bill.

9. Before proceeding to give the explanations usual in a statement of this description it should be mentioned, *first*, that these explanations will, as far as possible, be confined to points on which it is proposed to alter the existing law; and *secondly*, that the Bill is no more than it purports to be, namely, a Bill to amend and consolidate existing enactments.

10. With reference to this latter remark, it will be observed that the Bill prepared by the Rent Commission was intended to be in some sense a code of the law relating to agricultural tenancies. It, in many instances, incorporated portions of the common law or case law which have not hitherto been embodied in any legislative enactment in this country. In this respect the present Bill does not follow that of the Rent Commission; but it must not be inferred from this that the views of the Government of India on the important subject of codification have undergone any change. It may be desirable, at some future time, to carry out the design of the Rent Commission in its integrity, and make the Bengal Tenancy Act a complete and self-contained statement of the whole law; but it has been considered that the work of codification is one to be undertaken at a season of leisure, and not at a time like the present, when those who are responsible for the framing of our legislative measures are absorbed in the consideration of important substantive amendments of particular portions of the existing law, and are consequently unable to devote to the law as a whole that amount of attention which would be required in order to carry out the work of codification with any prospect of success.

In the following portions of this Statement the order of the Bill will, as far as possible, be adhered to.

Chapter I.—*Preliminary.*

11. The Bill, it will be observed (section 1), extends by its own vigor to the whole of the territories under the administration of the Lieutenant-Governor of Bengal, except the town of Calcutta, the Division of Orissa, and the Scheduled Districts.

The Lieutenant-Governor is specially empowered by section 1 to extend the whole Bill, or any portion of it, to the Orissa Division, with the sanction of the Governor-General in Council, and he can, with like sanction, extend the whole, or any portion of it, to any Scheduled District under the power conferred on him by the Scheduled Districts Act.

12. The classes of tenants to which the provisions of the Bill apply are (section 8 (8)) tenure-holders, raiyats, under-raiyats, and persons having a certain interest in *bastu* land, which wil be found explained further on under the head of Chapter VII.

13. The term "tenure-holder" as used in the Bill is defined (section 3 (3) and (4)) to include what are commonly known as undertenure-holders, that is to say, darpatnidars, sepatnidars, darijaradars, and such like; and also tenants of the class hitherto known as raiyats at fixed rates. The inclusion of tenants of this latter class in the definition is convenient from the draftsman's point of view, but is, it is believed, otherwise of little importance, inasmuch as the incidents which are attached to their holdings place them to all practical intents and purposes on the same footing as tenure-holders.

14. The term "raiyat" has, following the Bill prepared by the Rent Law Commission, been limited to tenants holding land for purposes of agriculture, horticulture, or pasture, or who have come into possession for such purposes, except where *bastu* or homestead land is included in a raiyat's agricultural holding, in which case it will be treated in the same way as the rest of the holding, and he will be deemed to hold it as a raiyat.

15. Except as just stated, no attempt has been made to define the terms "tenure-holder" and "raiyat," or to settle the distinction between these two classes of tenants.

The importance of this distinction for the purposes of the Bill has not been overlooked, nor has the possibility that cases may occur near the line of separation between the two classes, in which a doubt will arise as to whether the tenant is a tenure-holder or a raiyat; but it is believed that the distinction is generally well understood, and that, save in exceptional cases, no difficulty will arise. However this may be, no complete definition has as yet been suggested, which would not be certain to give rise to difficulties greater than those which it is intended to remove.

16. Under-raiyat, as defined in the Bill, includes all tenants holding, whether immediately or mediately, below a raiyat.

17. Section 4, besides saving certain special laws which would, as a matter of course, be saved in a general enactment of this description, provides that nothing in the Bill "shall affect any custom or customary right not inconsistent with, or not expressly or by necessary implication modified or abolished by, its provisions."

A saving of this description is unavoidable in a measure which, as already observed, does not purport to be an exhaustive code, and its importance will be seen from the illustration appended, which shows that it will protect such rights as rights of occupancy enjoyed under a custom by under-raiyats, a class of tenants protected only to a limited extent by the Bill.

Chapter II.—*Of the distinction between khamar and raiyati land.*

18. The second chapter of the Bill deals with the distinction between "khamar land," or the private land of the proprietor, and raiyati land, or the land destined for occupation by raiyats. The importance of this distinction arises chiefly from the circumstance that raiyats occupying land of the latter class will, under the Bill, enjoy a much larger measure of protection than those occupying land of the former class. Bearing this in mind, and having regard to the efforts made by landlords in some parts of the country under the existing law to get into their own hands as large an amount of the raiyati land as possible and convert it into khamar land, it has been thought necessary to make it clear by the definition that the existing stock of khamar land cannot hereafter be increased, and further to enact (section 6) that all land which is not khamar land shall be deemed to be raiyati land, and that all land shall be presumed to be raiyati land until the contrary is proved.

19. In Behar, owing to the large extent of the khamar, or, as it is there termed, "zeraat," land, and the persistent efforts made by the landlords and their lessees to increase its extent, the question is one of cardinal importance; and there may be other exceptional tracts where the necessity of distinguishing clearly and finally between khamar and raiyati land may prove to be pressing. To meet such cases it is further thought necessary to provide (sections 7 to 13) for making a complete survey and record of the existing khamar or zeraat, and thus preclude all possibility of future disputes on the point.

Chapter III.—*Of tenure-holders generally.*

20. The alterations which it is proposed to make in the existing law regarding tenures are not of great importance.

Section 14 converts the present raiyats at fixed rates into tenure-holders, but, as already explained (*supra*, paragraph 13), the change is unimportant.

21. Section 20, which saves to a landlord in a temporarily settled tract a right to raise the rent of any tenure when a new settlement of the revenue is made, is new; but it may be defended as being in accordance with the views that prevail as to the relative position of the landlord, the tenant, and the Government in such tracts. The Government has an undoubted right to raise its revenue on the occasion of a fresh settlement. Of this right no act of the landlord can deprive it; and accordingly, if the landlord were to be bound by a grant at fixed rates made by him, so as to extend beyond the term of the settlement, the result would be that, on the occasion of a new settlement, he might be exposed to the risk of having to pay an enhanced revenue without the possibility of recovering it from his tenant.

22. The Rent Commissioners observe that there are in the existing law no express provisions for the enhancement of the rents of tenures, and that the want of a definite enactment on the point has given rise to much expensive litigation. The sections of the Bill relating to this matter are based on those drafted by the Commissioners, and the grounds on which they rest will be best seen from the following extract from the Commissioners' report:—

"We have," they say, "provided for the enhancement of the rent of tenures and under-tenures by enacting that, in any case in which such rent is liable to enhancement,—there are cases in which it is not so liable,—it may be enhanced up to the limit of the customary rate payable by persons holding similar tenures or under-tenures in the vicinity, or, where no such customary rate exists, up to such limit as to the Court shall appear fair and equitable, but so that the profit of the tenure-holder or under-tenure-holder shall not (in the absence of certain special circumstances, to be noticed hereafter) exceed thirty per centum of the balance which remains after deducting, from the gross rents payable to him, the expenses of collecting such rents. It may be observed that, according to the rule contained in section 8 of Regulation V of 1812, ten per cent. of the balance just mentioned was allowed to the tenure-holder. This section was repealed by Act X of 1859, but by some oversight no provision was substituted by this Act, though the principle, as being fair and equitable in itself, and usual by reason of the provisions of the Regulation, was, on several occasions, acted upon by the Courts after that Act was passed. It appears to a majority of us, after careful consideration, that the limit of *ten* per cent. is too low, and we have accordingly allowed a higher limit, namely that of a maximum not exceeding *thirty* per cent. in ordinary cases.* We have provided for the special and well-known case of *jangalbari* holdings by enacting that, when more than one hundred bighas of land have demised for reclamation purposes, more than half being at the time unreclaimed, and the whole having been subsequently reclaimed, the rent of the tenant may not be enhanced so as to leave him a profit of less than twenty per cent. of the net balance above-mentioned, and the Court may allow him such profit in excess of twenty per cent. as to it appears fair and equitable. In order to prevent these new provisions from working hardship by any sudden and great change, we have annexed the following checks :—(*a*) the enhanced rent shall not in any case be more than double the previous rent : (*b*) the Court may direct that the enhancement shall take effect gradually, or, in other words, that the rent shall increase yearly during any number of years not exceeding five, until the limit of the enhancement allowed has been reached : and (*c*) that rent once enhanced shall not be altered for ten years unless on account of alluvion or diluvion."

23. The only further points calling for notice in connection with these sections are, that it has been provided that the tenure-holder's profits shall never be less than 10 per cent. of the net balance, that the provision regarding jangalbari tenures has been made applicable to all such tenures irrespective of the area comprised in them, and that a clause has been added providing that, when a tenure-holder has made improvements other than those referred to by the Commissioners, the Court may allow him such amount, by way of profit, as it thinks fit, provided it be not less than 10 per cent.

24. In section 26 it is enacted that a permanent tenure-holder shall not be ejected by his landlord except under a decree of Court passed on the ground that he has broken a condition, on breach of which he is, under a written contract between him and his landlord, liable to be ejected.

25. The alterations which are made in the existing law by sections 27 to 35, relating to the registration in the landlord's serishta of transfers of, and successions to, permanent tenures, are (so far as they seem to call for notice) as follows :—

(*a*) A fee is made payable in respect of the registration of every succession and every transfer other than a transfer on a sale for arrears of rent.

(*b*) An application for the registration of a voluntary transfer or a succession may, instead of being made to the landlord, be made to a Revenue officer, who will serve a notice on the landlord requiring him to register.

(*c*) Where a tenure is sold in execution of a decree other than a decree for arrears of rent, the Court will cause a notice to be served on the landlord requiring him to register the transfer.

(*d*) If a landlord refuses or neglects to register for one month after he is bound to do so, the persons interested may apply to the Civil Court to compel him to register.

(*e*) Similarly, if the party or parties concerned do not apply for registration within six months from the date of a voluntary transfer or a succession, the landlord may apply to have him or them compelled to allow the registration and pay the requisite fee.

(*f*) The landlord is required to give to the parties concerned copies of entries in his register; the first copy to be given free of charge, subsequent copies on payment.

(*g*) The Board of Revenue is empowered to make rules regulating registration.

26. The proposal of the Rent Commission to extend the registration system to occupancy holdings has not been adopted, as it is feared that there would be great difficulty in bringing home to persons of the raiyat class the details of such a system.

Chapter IV.—*Of Patni Tenures.*

27. The law relating to patni tenures is left substantially unchanged. The various proposals which have been made for the amendment of the summary sale procedure have not been overlooked; but it is thought that, as they touch only matters of detail relating to an institution of a

* Mr. Justice Levinge mentions, in his Minute on Act X, a case in which *two-thirds* (he does not say whether of the gross or net collections) were given to the landlord and the residue to the middleman. If the calculation was here made on the net collections, the collection expenses being at ten per cent., the middleman got 30 per cent., being 100—2(100-10)—10.

very special nature, they would be best considered at the Select Committee stage of the Bill, when it is hoped it may be found possible to simplify the form of the law very much without materially changing its substance. Meantime the existing enactments have been thrown into Schedule III of the Act, and are made operative by section 42.

Chapter V.—*Of Raiyats with a Right of Occupancy.*

28. Chapter V, which treats of the acquisition of the occupancy right and of the incidents generally of that right, is one of the most important chapters in the Bill.

It will be seen from the papers that have been published in connection with this measure that a controversy has arisen, and has been conducted on both sides with much ability and research, as to whether some such right as that which we usually term a right of occupancy did not originally belong, and ought not now to be recognized as belonging, to all raiyats in Bengal except those whose occupation of the land is of a merely transitory nature. It is unnecessary now to enter upon the merits of that question, inasmuch as, after a full consideration of the position, it has been determined that the legislation to be undertaken by the Government shall proceed on the assumption that the occupancy right is to be recognized as appertaining only to such tenants as may be shown to be in some special sense settled or permanent. But the problem of defining the class of tenants in whom such a right should be recognized is, when limited by this assumption, one of considerable difficulty.

29. The conditions requisite to confer the status of the "khudkhasht raiyat," so frequently referred to in our revenue enactments and records, may in earlier times, and especially when thoroughly organized village communities prevailed, have been to a certain extent definite and ascertainable; but in spite of all the learning and research which have been brought to bear, they are not now to be discovered. The probability is that they were always very vague; that, notwithstanding their vagueness, no difficulty arose so long as land was abundant, the pressure of the Government revenue heavy, and the status of a privileged cultivator of little value; and that it was only with the progress of agriculture, the increase in the value of landed property, and the consequent disputes regarding interests in land that the need of some more precise definition came to be felt.

30. A definition framed under such circumstances would necessarily be to a great extent artificial, and in moulding its details there would necessarily be a good deal of room left for considerations of equity and expediency. We find accordingly, on referring to the proceedings connected with Act X of 1859, that those who framed that Act assumed a considerable latitude in settling the conditions on which the occupancy status should be acquired. In the Bill as read a first time, they proposed to confer on every "resident" raiyat a right of occupancy in the "land held by him," and they justified this on the ground that the word "khudkasht," as used in the Regulation, seemed to be synonymous with "resident;" but subsequently it having been pointed out to them by the Revenue authorities of the North-Western Provinces that "residence was not always a condition of occupancy," they adopted the rule embodied by them in the Act, namely, that twelve years' holding of the same land shall give a right of occupancy in that land. This rule, which was obviously to a large extent artificial, was copied by them from a similar rule which was issued by the North-Western Provinces Government, apparently as a mere executive suggestion to its officers, in the year 1836, as that "most consistent with the existing practice and recognized rights" in those provinces. The only feature common to the two rules is that of a raiyat in some sense permanent in, or settled in, the locality, and it would seem that the persons who framed those rules considered that, as long as they maintained this feature, they were at liberty to define, in such manner as they might think equitable and expedient, the circumstances which should be taken to constitute the requisite degree of permanency or settlement. This is quite intelligible in the view above suggested, that, though the status of the khudkasht raiyat was still a recognized institution, the conditions requisite to establish it were so vague that they could not be described otherwise than as resting on a certain ill-defined degree of permanency in a particular locality.

31. Act X of 1859 is admitted to have done much towards improving the relations between landlord and tenant, but in this particular matter of defining the conditions requisite to the establishment of a right of occupancy it cannot be pronounced a success. It would be unjust to charge this want of success altogether against the Act itself. It has been held by the highest judicial authority that the provisions of the Act with respect to the establishment of the right of occupancy should be construed as cumulative, and not as exhaustive or exclusive of all other modes of establishing that right; but, as a matter of fact, the Act has come to be regarded as a Code complete in itself, and as superseding all other modes of establishing the right. Its effect has consequently been to injure seriously the rights of the old established raiyats, by throwing upon them the burden of proving, not merely that they have held for twelve years in the village or estate, but further that they have so held in every one of the particular fields or plots, in respect of which they claim to have rights of occupancy—a burden which, it need hardly be said, it is impossible for them, in the absence of any trustworthy agricultural records, to discharge. And as regards the acquisition of rights of occupancy by new comers—a matter which is always regarded as absolutely necessary for the prosperity of the agriculturist class in this country—it becomes almost impossible under a law which enables the landlord to prevent it by the simple device of shifting the tenant from one holding to another before the period of twelve years has run out.

32. It is unnecessary to state here the various remedies which have been proposed for these evils. They will be found described and discussed in paragraph 61 of the letter of the

Government of India to the Secretary of State, No. 6, dated 4th March 1882. It is enough to state the amendment of the law which the Government, after a very full discussion of the question, has resolved to propose. That amendment follows with certain modifications a suggestion of the Famine Commissioners, and consists in making the acquisition of the status of the khudkasht raiyat, or, as he is termed in the Bill, the "settled raiyat," depend not on the holding of one and the same plot of land for twelve years, but (section 45) on the holding of any raiyati land (whether the same or not it does not matter) in the same village or estate for a period of twelve years whether before or after the passing of the Act. The raiyat may by ceasing for one year to hold land as a raiyat in the village or estate (section 46) lose the status so acquired, but while it continues to adhere to him he will, notwithstanding any contract to the contrary, be deemed to have acquired a right of occupancy in any raiyati land held by him as a raiyat in the village or estate after the 2nd March 1883, the date on which it is proposed to introduce the Bill. It should be added that, in order to obviate the effect which the minute partitions of estates, so common of late in certain parts of the country, would have in reducing the area in respect of which a settled raiyat of an estate would enjoy his status as such, it is in effect provided by section 43 that the estate shall, for the purposes of this portion of the Act, be taken to be the estate as it would have existed if no partition had taken place since the 1st of January 1853.

33. It will be observed from the above that a right of occupancy is acquired by a settled raiyat holding raiyati land "*notwithstanding any contract to the contrary.*" It is considered essential to carry the enactment to this extent. As observed by the Government of India in paragraph 85 of their letter No. 6 of the 21st March 1882, "such is the power of the zemindars, so numerous and effectiv are the means possessed by most of them for inducing the raiyats to accept agreementsewhich, if history, custom, and expediency be regarded, are wrongful and contrary to good policy, that to uphold contracts in contravention of the main purpose of the Bill would be, in our belief, to condemn it to defeat and failure. It is absolutely necessary that such contracts should be disallowed, and in this conclusion we have the support not only of the Bengal Government, but also of the almost unanimous opinions of the Bengal officers."

34. These provisions apply only to raiyati land. The acquisition of a right of occupancy in the landlord's khamar land is, by section 49, kept on the same footing as under the existing law.

35. It is only necessary to add, as regards the acquisition of the right, that it is provided by section 44 of the Bill that every raiyat who, immediately before the commencement of the Act has, by the operation of any enactment, by custom or otherwise, a right of occupancy in any land, shall, when the Act comes into force, become an occupancy raiyat of that land for the purposes of the Act, and that (section 48) a right of occupancy may be acquired by a grant from the landlord.

36. As regards the probable effect of the new provisions regarding the acquisition of the right of occupancy, it should be stated that no great increase of the area at present subject to that right is looked for from them. Indeed, if the statement which has been made by a high authority, that 90 per cent. of the raiyats in Bengal already have that right, is correct, any such increase would scarcely be possible; but what is hoped for is, *first*, that a stop may be put to the vigorous efforts which are at present being made by landlords in some parts of the country to withdraw land from the operation of the right by preventing the natural growth of a fresh occupancy-right in the place of an old right which has determined; and *secondly*, that, where occupancy rights do as a matter of fact exist, the proof of their existence may be a matter of less difficulty than it is at present to the ignorant and helpless raiyat.

37. Section 50 states in general terms the more important incidents of the occupancy right. They attach to the tenancy notwithstanding any contract between the landlord and raiyat, and are briefly as follows:—

(1) The raiyat may use the land in any manner which does not render it unfit for the purpose of the tenancy;
(2) He may make improvements on it as provided by the Bill;
(3) He must pay rent at fair and equitable rates as determined by the Bill;
(4) He cannot be ejected except under a decree passed for breach of certain conditions, or for using the land in such a way as to render it unfit for the purposes of the tenancy;
(5) He may sub-let the land;
(6) His interest is to be transferable subject to certain rights reserved to the landlord; and
(7) His interest is to descend as if it were land.

38. Several of these incidents will be referred to at greater length in connection with the portions of the Bill specially relating to them. The sixth falls to be considered here, inasmuch as most of the remaining sections of the chapter are occupied with the rules regulating the rights reserved to the landlord when an occupancy holding is transferred by sale, mortgage, gift, or bequest.

The question whether the right of occupancy should be made by express enactment freely transferable everywhere, as it is at present held to be by custom throughout a very large portion of the area to which the Bill applies, has been most fully and carefully considered. It has to be looked at from two points of view, namely, *first*, from the point of view of the landlord, and *secondly*, in the interests of the tenant.

39. From the former point of view the question presents comparatively little difficulty. The landlord is concerned only to see that we do not allow an objectionable tenant to be forced on him against his will, and this we can readily guard against by giving him a right of pre-emption, or something equivalent thereto, in every case of transfer. It has accordingly been provided that, in cases of voluntary sale, gift, or bequest, the landlord shall have a right to purchase at a price to be fixed by the Civil Court; that in the case of a sale in execution of a decree, when the landlord and any other person bid the same amount, the landlord shall have the right of pre-emption; and that, when an order is passed for foreclosing a mortgage of an occupancy right, the landlord shall be allowed an opportunity of paying in the amount of the mortgage debt and taking the place of the mortgagee. The only doubt that has been felt about these provisions is whether, in the case of a voluntary sale, the landlord should not be required, if he exercised his right of pre-emption, to pay the price at which the raiyat has actually agreed to sell the occupancy right instead of a price to be fixed by the Court; but on considering the difficulties by which the right of pre-emption would be clogged in cases of collusion between the vendor and purchaser, and in cases in which a spiteful neighbour might be willing to pay an exorbitant sum for an occupancy right with a view to harassing the landlord, it has been thought best to put the case of voluntary sale on the same footing as those of gift and bequest.

40. Looking at the question of transferability next from the point of view of the occupancy raiyat's interest, the Local Government and the Government of India have come to the conclusion that, in the absence of evidence of any evil consequences which have already followed from such transfers, or which may be anticipated as likely to occur in the near future, it would be unwise to oppose the growth of the very strong tendency towards transferability, which the prevailing customs show to exist in rights of this class in almost all parts of the country. The existence of such a tendency indicates—what, indeed, is clear from evidence—that those most concerned regard the quality of transferability as an important incident of the right; and it cannot be doubted that the enactment of a law absolutely forbidding transfer would, even if it saved existing customs, be regarded as a hardship. It may be added that, if the custom of transferability is so widely established as is stated by some very competent authorities, the operation of a law of this sort would be so limited as to be of but little importance.

41. That the powers of transferring and sub-letting which the Bill recognizes may in time lead to a state of things in which the great bulk of the actual cultivators would be, not occupancy raiyats, but under-raiyats with but little protection from the law is indeed within the range of possibility; but if such a state of things should ever arise, we may rest assured that the Government of the day will know how to deal with it. There is nothing in the present Bill which ought in any way to hamper them in doing so—nothing to affect the principle that, in an agricultural country like India, the great mass of the actual cultivators of the soil, whoever they may be and however they may have come into the possession of the land, must be protected by the law.

42. The only other provision of Chapter V which appears to call for notice here is that contained in section 56, and is to the effect that, where a landlord, by way of pre-emption under the foregoing sections or otherwise, acquires an occupancy right in his own land any tenant who subsequently takes the land from him shall have a right of occupancy in it, and if the rent of the land was previously payable in money, shall be entitled to hold it at a money rent to be fixed under the Act. There is nothing in the Bill to prevent a landlord so acquiring an occupancy right in land from keeping the land in his own hands and cultivating it by his servants or by hired labourers. All the section would enact is that, if he chooses to let it to a tenant, that tenant shall at once acquire an occupancy right. This seems necessary in order to guard against the possibility of a landlord buying up on a great scale the occupancy rights existing on his estate or tenure with a view to locating ordinary raiyats on the land. To a landlord who buys an occupancy right, as contemplated by the pre-emption sections of the Bill, merely with a view to excluding an intending purchaser whom he objects to have as his tenant, there would be no appreciable hardship in the restriction.

CHAPTER VI.—*Of the Rent payable by Occupancy Raiyats.*

43. Chapter VI is devoted to the important subject of the rents payable by occupancy raiyats. In regard to this particular matter, as in regard to that of the acquisition of the right of occupancy, Act X of 1859, whether owing to its inherent defects or to the peculiar construction put upon it by the Courts, it is unnecessary now to enquire, has not proved a success. Leaving out of consideration the matter of additions to the rent of a holding on account of an increase of its area a matter which is relegated to a completely separate division of the present Bill Act X of 1859 provided by its 17th section that the rent payable by an occupancy raiyat should be liable to enhancement only where—

1st—Its rate was below the prevailing rate payable by the same class of raiyats for land of a similar description and with similar advantages in places adjacent; or

2nd—The value of the produce or the productive powers of the land had been increased otherwise than by the agency or at the expense of the raiyat.

44. Having thus stated the cases in which the rent was to be liable to enhancement, the Act stopped, giving no indication, except such as might be gathered from the statement of those cases, as to the extent to which the Courts were to enhance the rent. In the first of the

two cases no difficulty would arise from this, as the intention of the Act in respect of that case was clear enough; but in the second of the two cases the question as to the limit of enhancement gave rise to an important discussion, which was at length brought to a close in what is known as "the great rent case." The rule laid down in that case is commonly spoken of as "the rule of proportion," and is to the effect that the enhanced rent should bear to the previous rent the same ratio as the increased value of the produce or increased productive power bears to the value or productive power at the time the previous rent was fixed.

45. This rule, whatever may be said for it on theoretical grounds, has proved to be absolutely unworkable by the Courts in practice, inasmuch as it throws on them the necessity of undertaking elaborate and laborious inquiries into economical questions, with which they are altogether incompetent to deal, and which have reference not merely to the present time but also to past and possibly very remote times, for which no such evidence as could be acted on by a Court of justice is likely to be forthcoming. Moreover, it necessitates enquiries, which are of such a nature that they could with advantage be undertaken only generally, on a great scale, and once for all, being, instead of this, undertaken over and over again in a most imperfect and unsatisfactory manner in individual cases.

46. The result of this is that, though the right of the landlord to enhance is distinctly recognized by the law, and though definite rules are laid down for its enforcement, the law has become to a great extent a dead letter.

The most important object of the chapter we are now considering is, while guarding and limiting the right to enhance in certain respects, which will be presently noticed, to put it on such a footing that it will be readily enforceable in practice; and the chief means adopted for attaining this object is that of separating off the statistical and economical enquiries of a general nature, which have just been referred to, and providing for their being undertaken once for all on a large scale by Revenue officers.

47. Passing from these preliminary observations to the details of Chapter VI of the Bill, it will be seen that section 60 provides that, except on account of an addition to the area of the holding by alluvion or otherwise, a money-rent payable by an occupancy tenant shall not be enhanced except by a decree of a Civil Court under the Bill, or by a contract of the nature described in the foregoing section.

48. It is considered, for reasons similar to those stated above in paragraph 33, that it would be destructive of the objects of the Bill if occupancy raiyats were left perfectly free to deprive themselves by their contracts of the right to hold at fair and equitable rates secured to them by the law. But, on the other hand, absolutely to prevent such contracts would, it is thought involve too great an interference with the freedom of the parties. A middle course has, accordingly been adopted in section 59, which provides that a money-rent payable by an occupancy raiyat may be enhanced by a contract in writing, approved of and registered by a Revenue officer appointed by the Local Government in this behalf, and which goes on in its second sub-section to enact that a Revenue officer shall not approve or register such a contract until he has satisfied himself that it is fair and equitable, and that he shall be absolutely debarred from registering any contract, by which a raiyat engages to pay a rent more than six annas in the rupee higher than the existing rent, or more than one-fifth* of the estimated annual value of the gross produce of the land.

49. This 59th section, which, it will be remembered, relates only to the enhancement of the rents of existing tenancies, is supplemented in section 61 by a somewhat similar provision applicable to cases in which a settled raiyat comes in as a new tenant on land previously held by another tenant at a money-rent. Here, too, it is considered that the objects of the law might be defeated if the parties were left absolutely free to contract; and it is accordingly provided that a settled raiyat, taking land under the circumstances referred to, shall not be bound to pay for it a higher rent than that paid by the previous tenant, unless that higher rent has been fixed by a contract registered and approved as already described.

50. Turning now to the matter of enhancement by a decree of the Civil Court, the sub-divisions of Chapter VI, which are marked B and C, proceed on the assumption that there are, at least in some parts of the country, certain rates of rent generally recognized as the rates payable by occupancy tenants for the various classes of land held by them. Where this is so, it would, it is presumed, be not very difficult for a Revenue officer to ascertain those rates, and then, starting from them as a basis, and taking into account such changes in the productive powers of the soil and in the prices of produce as may have occurred since they were fixed to prepare tables of the enhanced rates, which, subject to allowance in exceptional cases, might fairly and equitably be demanded by the landlord for each class of land under the existing conditions. The Revenue officer, it is thought, might further show in his tables the average gross produce of each class of land and its estimated value. Supposing this to be done, the Civil Courts would be relieved almost entirely of those economical and statistical enquiries which at present are involved in enhancement suits. They would accept the rates and produce statistics shown in the tables as *primâ facie* correct for lands of the classes to which the tables referred, and might restrict themselves to considering the comparatively simple and limited questions as to whether the particular lands in question in the suit belonged to the class alleged and whether there were any exceptional circumstances connected with them which would require the rent to be fixed at a different rate from that set down in the table.

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* *See* as to this limitation, paragraph 54 *infra*.

51. It is, of course, well understood that there would be many parts of the country for which, owing to the non-existence of recognized rates of rent or to the great varieties of the soil to such tables could be prepared, and further that, even where it is possible to prepare such tables, their preparation must be a work of time. With a view to these considerations, the Bill has been so drawn as to provide, *first*, in sub-division B of Chapter VI, for suits to enhance money-rents where a table of rates has been prepared; and *secondly*, in sub-division C, for such suits where a table of rates has not been prepared.

52. It will be convenient, in explaining the details of these portions of the Bill, to begin with the latter set of provisions. The cases in which a suit may be brought to enhance the money rent of an occupancy holding situated in a tract, for which a table of rates has not been prepared, are stated in section 74. They will be found to be in the main the same as those provided for in the section of Act X of 1859 referred to in paragraph 43, the only difference of sufficient importance to call for notice here being, that for the purpose of estimating the increase in the productive powers of the land or in prices on which a right to enhance depends, the Court is not compelled, as under the present law, to look to the time at which the rent was fixed, but when that time cannot be ascertained (as it frequently cannot), or when the productive power and the prices prevailing at that time are undiscoverable, may take, for the purposes of comparison, any other time which may appear to it fair and equitable.

53. Section 75, supplying the defect in Act X of 1859 referred to above (paragraph 44) fixes the limits up to which the Court is to enhance in cases in which the enhancement is claimed on the ground of an increase in the productive powers of the land or of prices. It provides that, if the increase has been effected wholly by the agency or at the expense of the landlord, he shall be entitled to the whole benefit of it; that, if it has been effected partly by the agency or at the expense of the landlord, and partly by the agency or at the expense of the tenant, the benefit shall be divided between them in such shares as, having regard to all the circumstances of the case, the Court thinks fair and equitable; and that, if it is not proved that the increase has been effected by the agency or at the expense either of the landlord or of the tenant, each of them shall be entitled to one-half the benefit; provided in this last case that the enhanced rent shall not bear to the previous rent a higher proportion than the increased productive powers or increased prices bear to the former productive powers or former prices, as the case may be. Thus the rule of proportion instead of being, as it is at present, under the decision in the "great rent cases," the measure of enhancement in all cases, will merely supply a maximum limit in one of the three cases dealt with by section 75; and, as it is not apprehended that landlords will often seek to press their rights of enhancement to the full extent, it seems unlikely that it will give rise to any considerable difficulty.

54. The only other rule relating to the limit of enhancement contained in section 75 is the concluding provision that the enhanced rent shall not in any case exceed one-fifth of the estimated average annual value of the gross produce of the land in staple crops calculated at the price at which raiyats sell at harvest time. This limit has been substituted for that of one-fourth originally proposed, as the present Lieutenant-Governor of Bengal considers that one-fourth of the value of the average crop would be too high a limit. It is to be understood, however, that the point is still under the consideration of the Government.

55. Coming next to the scheme for enhancement by means of a table of rates, it will be seen that section 62 empowers the Local Government to direct a revenue officer to prepare for any local area, with the aid of assessors, a table showing, for each class of land comprised in that area, the rate of rent fairly and equitably payable by occupancy raiyats, the average gross produce of the land, and the average value of that produce. The land is to be classified (section 63 (*a*) according to the nature of the soil, situation, means of irrigation, and other like considerations, and section 64 enacts that, in fixing the rates for each class, regard is to be had—

(*a*) to the rates of rent ordinarily payable by occupancy raiyats for land of that class at the time the table is prepared;

(*b*) to the value of the average gross produce of land of that class and the cost of raising that produce, about the time those rates were fixed, or where these matters cannot be ascertained for that time, about such other time as it may be fair and equitable to take for the purpose of comparison;

(*c*) to the value of the average gross produce and the cost of raising that produce at the time the table is prepared; and

(*d*) to the following rule, namely, that, where the rate of rent for any class of land is raised on account of an increase in the value of the produce, the new rate shall not bear to the old rate a higher proportion than the increased value of the produce bears to the former value.

The section concludes with a proviso, corresponding to that mentioned above in connection with section 75, limiting the enhanced rate of rent fixed for land of any class to one-fifth of the average gross produce of land of that class.

56. Sections 65 to 69 provide for a preliminary publication in the vernacular language of the table prepared by the revenue officer; for the consideration of objections urged against it by those interested; for the submission to the higher revenue authorities, and by them to the Government, of the table, with a report setting forth the grounds of the revenue officer's decision on each point, and of all objections preferred, and for the further publication of the table when finally settled and approved of.

A table prepared under these provisions will remain in force for such period, not less than ten years or more than thirty years, as the Local Government may direct, and while it remains in force it will (section 71) be conclusive evidence—

(*a*) that, except as provided by certain clauses to be presently referred to, the rates shown in it for each class of land are the fair and equitable rates payable for land of that class by occupancy-raiyats within the local area to which the table applies; and

(*b*) that the statistics of gross produce and value given in the table are correct.

58. Section 72 empowers the Local Government to charge the expenses connected with the preparation of a table for any local area to the raiyats and their landlords in that local area in such proportions as it thinks fit.

59. Section 73 contains the rules for the guidance of a Court in suits instituted to enhance the rent of an occupancy-raiyat in a local area, for which a table of rates has been prepared, and a glance at it will show what an important simplification of the work of the Court will be effected by the table. The general rule is that the Court shall enhance up to the rate shown in the table for the class of land in question, or, where maximum and minimum rates are shown for land of that class (as will occasionally be the case) to such rate, not higher than the maximum or lower than the minimum, as it thinks fit. It is only in certain exceptional cases that the Court will be required to go behind the rates. Those exceptional cases are of two classes.

60. The first class comprises cases, which may be described with sufficient accuracy for our present purpose as cases in which, owing to some improvement having been effected or having taken place in reference to the land since the commencement of the tenancy, the land has been raised from a lower to a higher class of the table. The rules laid down for cases of this class by the first clause of the proviso to section 73 closely follow the corresponding rules laid down in section 75 and referred to above, paragraph 53. They are to the effect that if the improvement has been effected solely by the agency or at the expense of the raiyat, the rent shall be fixed as if the land belonged to the lower class; that if the improvement has been effected partly by the agency or at the expense of the landlord, and partly by the agency or at the expense of the raiyat, the rent shall be fixed at such rate intermediate between that of the higher class and that of the lower class as the Court, having regard to all the circumstances of the case, thinks fair and equitable; and that, if it is not proved that the improvement has been effected by the agency or at the expense either of the landlord or of the raiyat, the rent shall be fixed at a rate half-way between the rate of the higher and that of the lower class.

The effect of these rules will be best seen from the illustrations appended to section 73 of the Bill, which are as follows :—

Illustrations.

(*a*) The rates shown in the table for land of a certain description are—

When the land is irrigated from a well . . . . . Rs. 4 per acre.
When the land is not so irrigated . . . . . „ 2 „

The holdings of A, B, C and D, occupancy-raiyats, are composed of land of that description irrigated from wells constructed on these holdings respectively.

The well on A's holding is an ancient one, existing from a time anterior to the tenancy: that on B's holding has been constructed by the landlord since the commencement of the tenancy: that on C's holding has been constructed by the raiyat: that on D's holding has been constructed by the landlord and raiyat, each contributing some portion of the labour and materials. The rents of the holdings of A and B must be fixed at Rs. 4 per acre, that of C's holding at Rs. 2 per acre, that of D's holding at such rate intermediate between Rs. 2 and Rs. 4 as the Court thinks fair and equitable.

(*b*) The rates shown in the table for land of a certain description are as follows :—

When such land is irrigated from a branch of a river . . . Rs. 4 per acre.
When such land is not so irrigated . . . . . „ 2 „

The holdings of E and F, occupancy-raiyats, are composed of land of that description, and were not irrigable until 40 years ago, when, owing to a change in the course of a neighbouring river, a new branch established itself contiguous to them. E has been in occupation of his holding 50 years, F only 30; the rent of E's holding must be fixed at Rs. 3, that of F's holding at Rs. 4.

61. The other class of exceptional cases in which the Court will have to go behind the rates is that referred to in the second clause of the proviso to section 73, where the raiyat proves that by contract, or by custom, or on some equitable ground, he is entitled to hold at a rate lower than that fixed by the table for land of the class to which his land belongs; and in cases of this class, the Court is required to fix the rent at the lower rate at which the raiyat proves that he is entitled to hold.

62. To complete this portion of the subject it is only necessary to add that all suits for enhancement, whether under a table of rates or otherwise, are by sections 76 to 78 of the Bill made subject to the three rules already referred to under the head of tenures, namely, that a rent shall not be enhanced so as to be more than double the previous rent; that the Court may order the enhancement to take effect by degrees for any number of years not exceeding five; and that, when rent has been enhanced, it shall not be again enhanced for 10 years.

63. How far it will be possible to give effect to the provisions of this chapter regarding the preparation of a table of rates it would be difficult to predict. The members of the Rent Law Commission entertained hopes of those provisions being largely used, and they appear to have thought that, in some cases, if the rates were once settled by authority, landlords and tenants would soon be able to adjust their differences. On the other hand, the

result, of recent inquiries would seem to show that, in some parts of the country the rates vary so much from holding to holding as to render the preparation of a table impossible or practically useless. It must, however, be pointed out that it will not follow that, because a table of rates has not been, or cannot be, prepared for a local area, the landlords of that area will necessarily be reduced to the ordinary procedure by civil suit. They will, in many cases, be able to invoke the aid of a Revenue-officer for the settlement of their rents under the provisions of Chapter XI, which will be noticed in their proper place.

64. Section 79 contains the provisions relating to the reduction of money-rents payable by occupancy tenants. The cases, in which a claim for reduction is allowed, are, with certain modifications in detail, which it is unnecessary to notice here, the same as under the existing law, that is to say, a reduction can be claimed only where there has been a decrease of productive power or of prices; and such cases are so rare that it has been thought unnecessary to lay down any elaborate rules for their treatment. Section 79 therefore simply provides that, when a case for reduction is made out, the Court may direct such reduction as it thinks fair and equitable.

65. The case of rents payable for pasture lands, which is provided for in section 80, is likewise one of no great practical importance, inasmuch as such lands are but rarely let to a tenant in this country. Accordingly, no provision for the reduction of rent has here been considered necessary, and it has been thought sufficient, as regards enhancement, to provide that a suit to enhance may be instituted on the ground that the rent is below the prevailing rate paid by raiyats of the same class for similar lands in the vicinity, or that, having regard to the increase of rent on arable land in the vicinity, an enhancement would be reasonable. In either of these cases, the Court is empowered to fix the rent at such rate as it thinks fair and equitable.

66. The next sub-division of the chapter relates to rents payable in kind or varying with the crop, and is of greater importance. Section 81 provides that, when the rent is of this nature, the following rules shall apply, namely:—

(*a*) notwithstanding any contract or custom to the contrary, the landlord shall not be entitled to recover, in respect of any portion of the holding on which staple crops (such as rice, wheat, and so forth) are grown, more than half the gross produce or its value; and

(*b*) the landlord shall not, except under a contract in writing, be entitled to recover, in respect of any portion of the holding, on which other crops are grown, any other description or any greater amount of rent than a sum equal to one-half of the estimated average value of the produce of that portion of the holding, supposing staple crops to be grown on it.

67. The only objection which it is apprehended might be taken to these provisions is that in some cases a landlord, whose rent is payable in kind, contributes in the shape of seed, labour or otherwise, towards the production of the crop, recovering the price of his assistance in the form of an additional rent, and that, in such cases, the limits which it is proposed to fix might be too low. To meet this, a sub-section has been added, providing that nothing in the section shall prevent a landlord recovering from the tenant the value of assistance so rendered. The result accordingly will be that, though the landlord can no longer include the value of such assistance in the rent, where, by so doing, he would bring the rent above the prescribed limit, he can recover the same amount under another name.

68. Section 82 provides for the commutation into fixed money-rents of rents payable in kind or consisting of the value of a certain share of the actual gross produce.

It provides that an occupancy raiyat, paying such a rent may, notwithstanding any contract to the contrary, sue to have his rent commuted, and that the Court shall fix the money-rent at its discretion either—

(*a*) according to the prevailing money-rent payable by raiyats of the same class for similar land in the vicinity, or

(*b*) according to the average value of the rent actually received by the landlord during the preceding five years, subject, however, in this latter case, to a deduction of such amount as the Court thinks reasonable, in consideration of the whole risk of cultivation being taken by the raiyat.

69. The remaining provisions of Chapter VI are merely of a supplementary or subsidiary nature. Section 83 provides for the preparation of price-lists, which, when published with the sanction of the Board of Revenue, will be deemed to be conclusive evidence in proceedings under Chapter VI, and will thus save the Courts a certain amount of work, for the performance of which they are but ill-suited.

Section 84 empowers the Board to make rules for the guidance of officers and (as regards certain matters) of Courts acting under Chapter VI, in particular for determining what crops are to be deemed staple crops for the purposes of the chapter.

CHAPTER VII.—*Of the Right of a settled Raiyat in Bastu Land.*

70. The Bill prepared by the Rent Commission contained elaborate provisions regarding the use of land for building purposes, which were justified at length in paragraphs 108—113 of their report. It is unnecessary here to discuss those provisions on their merits. It is enough to say that the present measure is strictly confined to the amendment of the law regarding agricultural tenancies, and can properly deal with the holding of land for building purposes only

where the holding of such land is in some sense ancillary to an agricultural tenancy, as *e g*, where an occupancy-raiyat has built himself a house in a village with a view to living near his agricultural holding. In such a case there is so close a connection between his house and his agricultural holding that it would in many cases be vain to protect him in the possession of the holding without, at the same time, protecting him in the possession of the house. Besides the inconvenience he might be put to in being ejected from his house and compelled to reside at a distance from his work, it is clear that, if he were left at the landlord's mercy as regards the house, he would be liable at any time to have pressure brought upon him in regard to the holding also, which he might be unable to resist.

71. When the site of the house is included in an occupancy-holding, the raiyat is sufficiently protected under Chapters V and VI, but, when it is a separate holding, some special provision seems necessary; and it is thought that the requirements of the case will be best met by enacting that every settled raiyat of a village or estate shall, notwithstanding any contract to the contrary, have a permanent heritable and transferable right in any *bastu* or other homestead land in that village or estate which is held by him as the site of a dwelling-house for himself and his family; that a person having such a right shall not be ejected except under a decree of the Civil Court for breach of a condition; that, if so ejected, he shall be entitled to compensation; and that his rent may be enhanced at intervals of ten years, so that it may be equal to the rent paid for similar lands in the neighbourhood, or, at the option of the landlord, so that it may be equal to five per centum of the market-value of the land.

Chapter VIII.—*Of Ordinary Raiyats.*

72. Chapter VIII deals with ordinary raiyats, that is to say (section 88) raiyats holding raiyati land but not having a right of occupancy in respect of it. The principle on which this chapter is based is that, while it is desirable to interfere as little as possible between tenants of this class and their landlords, they should not be exposed to arbitrary rack-renting and eviction at the hands of their landlords, and, further, that the acquisition by them of the status of settled raiyat should in every reasonable way be promoted.

73. Section 89 accordingly provides that, subject to a certain maximum fixed for the rents of all raiyats and under-raiyats, which will be presently referred to, an ordinary raiyat shall pay such rent as may from time to time be fixed by agreement between him and his landlord; but, in order to check extravagant enhancements by the landlord, it is provided in the following sections that, if the landlord proposes an enhancement of the rent, to which the raiyat does not agree, the landlord shall not eject him without paying him, besides any amount that may be due to him as compensation for improvements under the provisions of the Bill, a further sum, by way of compensation for disturbance, equal to a certain multiple of the yearly increase of rent demanded. *Ten* times the increase is the amount provided for in the Bill as it stands; but it need hardly be said that a figure of this sort is, at this stage of a Bill, entered only tentatively and subject to future consideration. The object in view, it will be understood, is to fix a multiple of the increase high enough to deter the landlord from making an extravagant demand, but not so high that the raiyat would be induced by the prospect of obtaining it to refuse to accede to a reasonable enhancement.

74. The details of the procedure requisite to give effect to this important provision occupy the greater part of the chapter, but they are not such as to call for notice here. The only other provision of the chapter to which it seems necessary to refer is the rule in section 90 limiting the landlord's right to eject, and which is to the effect that a landlord shall not eject an ordinary raiyat except—

(*a*) for arrears of rent;

(*b*) on the ground that the raiyat has used the land in a manner which renders it unfit for the purposes of the tenancy, or that he has broken some condition, on breach of which he is, under the terms of a written contract, liable to be ejected; or

(*c*) that he has refused to agree to an enhancement of rent on which the landlord insists.

It is in this last case that the provision as to compensation for disturbance will apply.

Chapter IX.—*Provisions regarding Rent applicable to several classes of Tenants.*

75. We now pass from the chapters dealing with particular classes of tenants to those dealing with matters common to several classes. Chapter IX, which is the first of these, contains most of the general provisions of the Bill regarding rent. It begins with a section (96) providing for such additions to, and deductions from, the rents of tenure-holders and occupancy-tenants as are made on account of an alteration in the area of the holding by alluvion or diluvion, by encroachment, eviction by title paramount to that of the landlord, and so forth. This section applies, in the case of a tenure-holder, only in the absence of a contract to the contrary, but, in the case of an occupancy-raiyat, it overrides any such contract.

76. In the case of land being added to the area of a holding, it provides that the amount added to the rent shall be calculated on the rates payable by occupancy-raiyats for land of a similar description, less a deduction, in the case of a tenure-holder, of thirty per cent. for profits, risk and cost of collection. This seems to be the fairest rule to apply in such a case, and it is, moreover, as observed by the Government of Bengal, in harmony with the law regulating additions to the Government revenue in alluvion cases.

77. On the other hand, in the case of a loss of a portion of an area, for the whole of which a single rent has been payable, the only equitable principle to adopt seems to be that the abatement from the rent should bear to the rent previously payable the same proportion as the yearly value of the land lost bears to the yearly value of the holding prior to the loss, and this is what sub-section (3) of section 96 enacts, adding, however, that when the yearly value of the land lost cannot be satisfactorily proved, the abatement shall bear to the previous rent the same proportion as the area lost bears to the area of the holding prior to the loss.

78. Sections 97 to 99 give power to the Board of Revenue to fix the instalments in which rents are to be paid. The power is of little importance in the case of tenures, inasmuch as it can be exercised in respect of them only in the absence of any agreement or custom regulating the matter. In the case of raiyats' holdings, however, it is of considerable importance. Much of the harassment to which the raiyats are subjected is said to arise from the number of instalments in which their rents are payable, and, to remedy this, the Board is empowered, subject to certain reservations regarding agreements entered into and customs prevailing before the commencement of the Act, to fix the instalments, in which the rents of raiyats are to be payable, so that there may not be more than four in each year.

79 Section 100 requires every landlord to give to a tenant paying him rent a receipt, containing much fuller details than those prescribed by the existing law, and to keep a counterpart of every receipt so given. It also provides that, when a receipt does not contain the requisite particulars, it shall be deemed to be an acquittance in full up to date.

Section 101 requires every landlord to furnish to his tenant, for each agricultural year, a detailed statement of the account between them for that year, and to keep a counterpart of every statement so furnished.

Section 102, following the existing law regarding receipts, imposes penal damages for refusal or neglect to give receipts or furnish accounts, and further makes it an offence punishable with a fine, not exceeding fifty rupees, to neglect to keep a counterpart as required by the preceding sections.

It is believed that, if these provisions are fully enforced, much advantage will result to both parties. Not only will the tenants be supplied with proper evidence of the payments made by them and of the state of their accounts, but the landlords, if they keep their counterpart statements in a proper manner, will find them useful as evidence before the Courts.

80. Under the existing law there is but one case in which a tenant can deposit his rent in a public office, so that the deposit may operate as a payment to his landlord, namely, when he is prepared to declare solemnly that he has tendered the rent to his landlord, and that the landlord has refused to receive it.

It has been found that this declaration has become a mere form, and it is thought better to allow the tenant to deposit his rent whenever he has reason to believe that the landlord will not receive it and grant a receipt. It is also thought advisable that a tenant should be allowed to deposit his rent in two other cases, namely :—

(1) when it is payable to co-sharers jointly, and he is unable to obtain their joint receipt, and no person has been empowered to receive the rent on their behalf; and

(2) when the tenant entertains a *bonâ fide* doubt as to who is entitled to receive the rent.

81. This extension of the right to deposit rent necessitates our conferring on the officer empowered to receive deposits a certain discretion not allowed by the present law. He is accordingly given by section 104 a discretion to refuse the deposit, if he does not think the circumstances of the case warrant its being made, and he is further given by section 106 a discretion to pay away the deposit, if he thinks fit, to such one of several rival claimants as may seem to be entitled to it, but subject, of course, to the right of any person actually entitled to it to recover the amount from the person to whom it is so paid. As regards this last point, however, it will be seen that the officer will have power to retain the deposit if he thinks fit, pending the decision of the Civil Court as to the person entitled to it; and this latter course is doubtless that which he would adopt in all cases in which there might be any reasonable doubt as to the person entitled.

82. The provisions contained in sections 112 to 116 for the division or appraisement of a crop by a public officer in cases where the rent is paid in kind or is the value of a certain share of the gross produce, and a dispute arises between the parties, are based on the proposals made for Bihár by the Bihár Committee and the Rent Law Commission; but they are made generally applicable, and their details are taken, for the most part, from enactments in force in Upper India, where rent is very commonly paid in kind or in appraisement of the crops. They enact that, if either party neglects to attend at the proper time for making the division or appraisement, or if there is a dispute regarding the division or appraisement, the Collector may, on application made to him, issue a commission to such person as he thinks fit, directing him to divide or appraise the crop, and may further direct him to associate with himself any other persons as assessors for this purpose. If, in a division made in this way, either party receives less than his proper share, he may, within three months from the date of the division, sue the other party to recover the value of the additional portion of the crop due to him, and, if he does not so sue, the division will be deemed to have been rightly made. When the case is one of appraisement, the commissioner is required to submit his appraisement in writing to the Collector, who shall, after such

hearing and enquiry as he thinks necessary, pass an order either confirming or varying it, and that order will be final.

It will be seen that these provisions proceed upon the principle, already referred to in connection with the subject of enhancement, of entrusting to the Revenue authorities the duty of enquiring into, and adjusting, matters which they are presumably more competent to deal with than the Civil Courts. It is, it will be observed, only the mechanical act of division and the mere framing of the estimate of the crops that, in the cases now in question, are to be entrusted to the Collector and the persons appointed by him, all questions of right being reserved for the Civil Court.

83. Section 117 provides that, if the landlord of any land, of which the rent is payable by division or appraisement of the crop, or any other person, interferes in any way, without the tenant's consent, with the cutting or harvesting of a crop, except by an application to the Collector, under the provisions just referred to, he shall be deemed to have committed criminal trespass within the meaning of the Penal Code. This is considered necessary in order to put a stop to the oppressive action of landlords in certain parts of the country, who are found to assume a power to prevent the cutting or harvesting of the crops, and to use it as an engine of extortion against their tenants.

84. Section 118, which applies only to Bihár, provides that all danabandi papers shall, within 15 days after the making of an appraisement, be filed in the Collector's office.

85. Section 119 provides that, notwithstanding any contract made after the 2nd March 1883, the date on which it is proposed to introduce the Bill, a raiyat or under-raiyat shall not, in any case, be bound to pay a money-rent exceeding five-sixteenths of the estimated gross produce of his holding. The limit originally proposed was thirty-five per cent. It has now been lowered at the suggestion of the Lieutenant-Governor; but the figures must be regarded as merely provisional and subject to reconsideration.

86. Section 120 in effect enacts that contracts fixing rents shall, in temporarily-settled tracts hold good only until a fresh settlement is made. The reasons for this provision are similar to those stated above (paragraph 21) in connection with section 20.

87. Section 124 makes the rent of a transferable holding the first charge on that holding.

Chapter X.—*Other provisions applicable to several classes of Tenants.*

88. The question as to the right of a raiyat to make improvements, and to claim compensation therefor on ejectment will, if the proposal to make occupancy-rights freely saleable in execution of a decree is adopted, be of less importance in Bengal than in some other parts of British India. The great mass of the raiyats having a right of occupancy, and not being liable to be ejected except under peculiar circumstances of rare occurrence, and the question of compensation adjusting itself when an occupancy right is sold in execution of a decree, claims for compensation for improvements will be comparatively few. But the importance, from an economical point of view, of encouraging improvements is so great in this country, that special provision has been made for the matter to meet the case of ordinary raiyats, and such cases as may, from time to time, occur of occupancy raiyats being ejected from their holdings.

The principle on which the sections of the Bill relating to this subject proceed is that that party to a tenancy whose interest in the land preponderates should have the perferential right to improve and take the full benefit of his improvements; but that, if the party having this preferential right is unable or unwilling to avail himself of it, it should be open to the other party to make an improvement and reap the benefit of it.

Section 127 accordingly confers upon an occupancy raiyat the preferential right to improve, and provides (subject to one exception to be presently noticed) that, if he does not avail himself of this right, and the landlord desires to have any improvement made, he may call upon the raiyat to make it, and that, if the raiyat does not within a reasonable time comply with the request, the landlord may make the improvement himself. Section 128 enacts what may be termed the inverse of these provisions for the case of the ordinary raiyat, that is to say, it gives the preferential right to the landlord, and allows the raiyat to improve only if the landlord, upon being requested by the raiyat to make an improvement, neglects to do so within a reasonable time.

89. There is, however, as has been intimated, an exception made to these rules in the case of one sort of improvement, namely, a dwelling-house for the raiyat and his famliy. This, it is considered, is an improvement which every raiyat, an ordinary as well as an occupancy-raiyat, should be entitled to make; and it is further considered that it is not an improvement, which a landlord should be empowered to force on a raiyat against his will. As regards this improvement, accordingly, it is provided simply that any raiyat may make it; no right to make it, whether preferential or otherwise, being conferred on the landlord.

90. When a landlord makes an improvement under these sections, he will be entitled to reap the full benefit of it in the shape of an enhancement of the rent under the provisions of the Bill relating to that subject. When a raiyat makes an improvement under these sections, he will, if ejected, be entitled, under section 129 of the Bill, subject to certain exceptions which it is unnecessary to notice here, to receive compensation for it. An occupancy-raiyat will further, while he continues to hold, reap the full benefit of his improvements, inasmuch as his rent cannot, under Chapter VI, be enhanced on account of an improvement made by him. An ordinary raiyat under similar circumstances may possibly not be able in all cases to retain the full benefit of his improvements, but the check placed on the landlord by the provisions of Chapter VIII will, as a rule, amply protect him in the enjoyment of that benefit.

91. The only other provisions of the Bill relating to improvements, which seem to call for notice here, are the last clause of section 129, which enacts that improvements made by a raiyat before the commencement of the Act shall be deemed to have been made in accordance with the Act (and therefore to give a claim to compensation), unless it is shown that the landlord forbade the raiyat to make them and was ready to make them himself, and section 132, which makes void all stipulations in contracts providing (*a*) that a landlord may prevent a raiyat from improving or eject him for improving, or (*b*) that a raiyat when ejected shall not be entitled to compensation for improvements.

92. In section 133, providing for the landlord's right to measure lands comprised within an estate or tenure the rents of which are payable to him, the existing law has been modified so as to give a landlord the right to measure all lands lying within the estate or tenure, whether rent-paying or not. As observed by the Government of Bengal, "a landlord has at present no right to measure lákhiráj, and a rent-free holder may, in virtue of a valid grant of ten bíghás, be holding double as much or more. The mere measuring by the landlord cannot harm him, as he could not be ousted from possession save through the Civil Court. But the landlord seems entitled to make a complete survey of his estate." (*Letter from Government of Bengal, No. 849T, dated 27th July*, 1881, *page* 25.)

93. The proviso to section 133 enacts that, when land has been measured under that section, it shall not again be measured for ten years without the written permission of the Collector. This seem but reasonable, a right to measure once in ten years being sufficient in all ordinary cases.

94. The only other provisions of this sub-division of the chapter, which deviate in any material respect from the existing law, are those of sections 137 and 138, relating to the standards of measurement. They adhere so closely to the corresponding provisions of the Bill prepared by the Rent Law Commission that the following extract from the Commission's Report (paragraph 140) will best explain them :—

"The length of the local standard pole, with which a measurement of land should be made, is a fertile subject of dispute and litigation. It is not uncommon for a landlord to make a measurement of his lands with a pole of his own selection, the actual length of which must be a subject of doubt upon the evidence, while the raiyats concerned aver not only that the standard pole of the pargana is different, but that during the measurement a third pole has occasionally been substituted for that which the landlord claims to be the standard. In order to remedy these difficulties as far as possible, we have enacted that all measurements made by order of the Civil Court or Collector shall be made according to the Government measure of 14,400 square feet to one standard bíghá. If it be shown that the rights of the parties to the suit are regulated by any different local measure depending upon a pargana standard pole, the Government measure shall be converted into local measure for the purposes of the suit. In case of dispute as to the standard pole, the Collector shall, in any suit before himself, or in any suit before a Civil Court, on a reference made for this purpose by such Court, determine the proper length of such pole. We have followed the present law, as settled by the decisions, in enacting that an appeal shall lie from the Collector's decision to the District Judge, but that, if no such appeal be preferred, the decision of the Collector shall be final."

95. It is stated in Mr. Field's digest, section 12 (4), as the result of decided cases, that a raiyat's interest in the land determines when he ceases to cultivate the land and leaves the neighbourhood without arranging for the payment of the rent. Mr. Field observes that the cases leave the matter thus indefinite, and that if the proposition is adopted by the legislature, it should be made more precise. Section 140 of the Bill, following this suggestion, provides that, when a tenant of a non-transferable holding leaves the holding uncultivated and the rent of it unpaid for a period of one year, he shall be deemed to have surrendered, except in cases in which, owing to an inundation or any other accident to the land beyond his control, it may have been impossible for him to cultivate.

96. Section 141, relating to the doctrine of merger, follows the corresponding provisions (sections 43 and 44) of the Bill prepared by the Rent Commissioners, who state in their Report that some such enactment is needed to settle the law in Bengal. It provides, subject to certain exceptions and qualifications which it is unnecessary to specify here, that, when, in the case of any tenancy, the interest of the landlord and that of the tenant become by transfer, succession or otherwise united in the same person, so as to be owned by him in the same right, the interest of the tenant shall, during the three months following, be presumed to be merged in that of the landlord, unless the person shows that he has not intended it to be so, and shall, after the expiration of the three months, be conclusively deemed to be so merged, unless, within the three months, the person has executed an instrument declaring his intention that a merger should not take place, and the instrument has been registered and published in a certain prescribed manner.

97. Sections 142 to 148, relating to the appointment of a manager on behalf of co-owners of an estate or tenure, are taken, with slight alterations in the drafting, from the Bill framed by the Rent Law Commission. Their history and the nature of the provisions they contain will be best seen by an extract from the Commission's report. After describing at some length (paragraph 134) the complications, litigation and even riots which arise when co-owners of an estate or tenure (or, as they are sometimes termed, coparceners) quarrel among themselves, and the grievous harassment to which the tenants are exposed, in such cases, the report proceeds as follows :—

"135. The necessity of a remedy for this state of things was felt at an early period of British administration, and in 1812 it was enacted that, inasmuch as inconvenience to the

public and injury to private rights had been experienced in certain cases from disputes subsisting among the proprietors of joint undivided estates, whenever sufficient cause shall be shown by the Revenue-authorities, or by any of the individuals holding an interest in such estates, for the interposition of the Courts of Judicature, it shall be competent to the Zila Judges to appoint a person duly qualified and under proper security to manage the estate; that is, to collect the rents and discharge the public revenue, and provide for the cultivation and future improvement of the estate (Regulation V of 1812, section 26). The Judge was also competent, upon the representation of the Revenue-authorities, or of any such person as aforesaid, to remove any manager so appointed (*ib.*, section 27). A subsequent Regulation (V of 1827) enacted that, when the Zila Court thought it just and proper under the provision of that Regulation to provide for the administration or management of landed property, it should issue a precept to the Collector, directing him to hold the estate in attachment and appoint a person for the due care and management thereof, under good and adequate security for the faithful discharge of the trust in a sum proportionate to the extent thereof. The reference in Regulation V of 1827 to Regulation V of 1812 was repealed by Act XVI of 1874, so that it is not now competent to a District Judge to send a precept to the Collector directing him to provide for the management of an estate belonging to a joint undivided family. The fragment of Regulation V of 1812 which is still in force is incomplete, and in consequence almost inoperative.

"136. Such being the present state of the law, a majority of us have thought that this fragment might well be repealed and a complete set of effective provisions substituted therefor. We have accordingly enacted that, when coparceners, who jointly own an estate, tenure or under-tenure, disagree as to the joint management thereof, and in consequence there has ensued, or is likely to ensue, (*a*) inconvenience to the public, (*b*) injury to private rights, the District Judge may, upon the application in case (*a*) of the Collector, and in case (*b*) of any one having an interest in such estate, tenure or under-tenure, direct a notice to be served upon the coparceners, calling upon them to show cause why they should not appoint a common manager. If the coparceners do not, within a month, show cause why they should not appoint a common manager, the District Judge may direct them to do so. If they fail to obey that direction, the District Judge may either appoint a manager, or direct that the estate, tenure or under-tenure be managed by the Court of Wards, if it is willing to undertake the charge. We have thought it advisable to give the coparceners an opportunity of appointing a manager of their own selecting, before the District Judge proceeds virtually to depose them. When the Court of Wards undertakes the charge, it will govern itself by the provisions of *the Court of Wards Act*, IX (B.C.) of 1879. It is discretionary with the Court of Wards to undertake the charge or not. A majority of us have thought it advisable to render this system of management possible, as there may be cases in which no other management will be available. Mr. O'Kinealy doubts if it is advisable to extend the exceptional jurisdiction of the Court of Wards and empower it to manage the estates of persons who happen to disagree amongst themselves. When the District Judge appoints a manager, he is empowered to settle his remuneration, and the manner of it, whether, that is to say, by a fixed salary or a percentage of the collections. He is also empowered to require reasonable security for the proper discharge of the duites of the office. The manager is authorized to exercise the same powers as the coparceners jointly might, but for his appointment, have exercised. He is required to keep regular accounts and to allow the coparceners to inspect and take copies of them. He may be removed upon the application of the Collector, or of any person interested in the estate, tenure or under-tenure. The District Judge may at any time direct that the management be restored to the coparceners, if he is satisfied that they will conduct it without inconvenience to the public or injury to private rights."

98. The only other section in this chapter which calls for notice is section 149, which enacts that no tenant shall be ejected from his holding except in execution of a decree.

Chapter XI.—*Of the Settlement of Rents by a Revenue Officer.*

99. It has been stated, in the remarks above made on Chapter VI, that it is apprehended that, in many parts of the country, the framing of a table of rates will be impossible. It should be added that, in many instances, the mere framing of a table of rates will not suffice to settle the disputes between landlords and tenants. In either case the only satisfactory remedy may be a settlement of individual rents by a Revenue-officer, conducted somewhat in the same manner as in a Government estate at present; and it is with a view to providing such a remedy that Chapter XI has been framed.

100. There is, however, one cardinal difference between the provisions of this chapter and those of the existing settlement law which should be noted at the outset. Under the existing settlement law, when a Settlement-officer has, after the most careful and protracted inquiry, settled the rents of an estate, and his proceedings have been scrutinized and checked by the superior Revenue-authorities, every individual rent fixed by him is liable to be called in question in the Civil Courts, and that not merely on the ground of error in respect of some matter, such as the status of a tenant or the validity of an alleged lease, falling most appropriately within the cognizance of a Civil Court, but also on the ground of an error in regard to the quality of the soil, the estimated amount of the produce, or some other such matter with which the Revenue-authorities, conducting their inquiries on a great scale, are far more competent to deal than any Civil Court trying a suit relating to a single holding can possibly be; in other words, an important portion of the work, after being done by those authorities, who are most competent to

perform it, is liable to be pulled to pieces by another set of authorities, who are far less competent to perform it. The enormous amount of unnecessary expense, trouble and vexation, which this system entails on all concerned can be estimated from the fact, stated by the Board of Revenue in referring to a recent settlement, that out of 2,391 decisions in suits brought to contest the Settlement-officer's rates, 2,202, were absolutely adverse to the plaintiffs. An attempt has been made to avoid this in Chapter XI of the Bill by distinguishing, among the various questions which may arise in a settlement of rents, those which the Revenue-authorities are most competent to determine, and those which a Civil Court is most competent to determine, making the decision of the Revenue-authorities final on the former, and providing that the latter may ultimately be brought for decision before the Civil Court.

101. The procedure of this chapter, besides being available for the purpose of Government settlements, may be made applicable by the Local Government—

(*a*) when a large proportion of the tenants or of the landlords desires that it should be applied, and

(*b*) when a resort to it is likely to settle or avert a serious dispute, existing or likely to arise, between landlords and tenants generally.

It is applicable to tenants of any class, but would probably be made use of chiefly for settling the rents of occupancy-tenants.

102. When the rents to be settled are rents, which are subject to alteration by order of a Court, they will be *fixed* according to the principles embodied in the Bill, and so that they shall not exceed the maximum prescribed by the Bill in cases of enhancement. When, on the contrary, the rents are not of this description, they will be merely ascertained and recorded as rents are under Regulation VII of 1822.

103. The Revenue-officer, having settled the rents, will prepare a jamabandi, showing the status of each tenant, the land held by him, the name of his landlord, whether the rent has been fixed or ascertained, and the amount of the rent fixed or ascertained. This jamabandi will be published, and, after an opportunity for urging objections against it has been allowed, will be submitted to the higher Revenue-authorities with the objections and a report setting forth the grounds, on which the Revenue-officer has proceeded. If ultimately sanctioned by the Local Government, it will be again published, and will then continue in force for 10 years.

104. While it remains in force it will be conclusive (except as will be presently explained) as to the rents payable by those tenants, whose rents are shown in it as fixed. As regards rents shown in it merely as ascertained, and as regards all other matters contained in it, it will be merely presumed to be correct until the contrary is proved.

105. It will be observed that, in thus empowering a Revenue-officer to fix rents so as to bind the parties, we necessarily empower him to decide certain questions (as, *e.g.*, that of the status of a tenant) which more properly appertain to the jurisdiction of the Civil Courts and ought not to be finally decided by any other authority. It is not, however, intended that the Revenue-officer should finally decide such questions. He may, if he thinks fit, when such a question arises, abstain altogether from deciding it, and, under section 155, refer it to a Civil Court, or leave it to be raised before a Civil Court in a suit instituted by any party interested.

In most cases, he would probably decide the question on such evidence as might be readily available; but, whenever he takes this course, his decision will be liable to be challenged in a Civil Court under section 160, which provides that nothing contained in it shall prevent the rent fixed being called in question on the ground—

(*a*) that the tenancy does not exist, or that the tenant is not liable to pay rent, or

(*b*) that the tenant belongs to a class different from that to which he is shown in the jamabandi to belong, or

(*c*) that the land comprised in the tenancy is different from, or more or less than, that shown in the jamabandi, or

(*d*) that a rent different from that shown in the jamabandi has been fixed by contract.

It is believed that the above list exhausts all the matters, in regard to which a Civil Court may be regarded as a better tribunal than the Revenue-authorities, and, if this is so, the determinations of the Revenue-authorities in regard to all other matters may safely be made final and conclusive.

106. It only remains to add that, by section 163, the Local Government is empowered to charge the expenses of all proceedings, other than Government settlements, under this chapter to the landlors and tenants concerned, in such shares as it thinks fit.

CHAPTER XII.—*Of the Preparation of a Record-of-rights by a Revenue-officer.*

107. The provisions of Chapter XII are somewhat similar to those of Chapter XI, and have been introduced into the Bill with a similar object, but are more limited in their scope, inasmuch as the operations to be undertaken under them do not, like those under Chapter XI, embrace the *fixing* of rents, but are confined to the ascertaining and recording of existing rights and existing rates of rent. Moreover, as existing rights and existing rates of rent are matters the determination of which properly belongs to the Civil Courts, an entry in the record-of-rights prepared by a Revenue-officer under this chapter, is in every case merely to be presumed to be true until the contrary is proved.

108. The only other points calling for notice under this chapter are, first, that the Local Government may apply its provisions not only in the cases, in which it is empowered to apply

those of Chapter XI, but also in any other case, in which the Governor-General in Council may sanction their being applied, and secondly, that the provisions of this chapter being considered a sufficient substitute for those contained in Act VIII (B.C.) of 1869, sections 38-40, these latter are not reproduced in the present Bill.

CHAPTER XIII.—*Of the Recovery of Rents from Raiyats and Under-raiyats by distraining the produce of the Holding.*

109. This chapter may be said to be the result of a compromise. The Rent Commission, concurring with the Bihár Rent Committee, proposed to abolish the existing law of distraint as an offset of English law, of which the efficacy was impaired by the legislation of 1859, and which had been abused in Bihár and not always applied in a regular manner in other parts of the country. To this strong objections were urged, and the procedure provided by this chapter was then devised by the Government of Bengal, as being likely to secure to the landlords most of the advantages afforded by the existing law, without exposing their tenants to the evils now complained of.

110. The modified power of distraint, which it is now proposed to allow, can be used by any landlord of a raiyat or under-raiyat for the recovery of an arrear of rent, which has not been due for more than a year. It extends, as a rule, to all the produce of the holding, including what may have been grown by, and be the property of, a sub-lessee of the tenant, and it may be exercised though the produce has been stored, provided it has not passed out of the possession of the cultivator. The landlord cannot himself interfere with the produce to be distrained, but must apply to a Civil Court to distrain it. The Court, after a brief examination of the case, will depute an officer to distrain and sell the produce, and nothing will stay the sale except the payment into Court of the amount of the demand. Any sum paid into Court will be retained for one month, with a view to the possibility of the owner of the distrained property claiming compensation as for a wrongful distraint, and on the expiration of that period it will be paid to the landlord.

111. Sections 185 and 186 are directed against illegal distraint and interference with crops. Section 185 provides, in effect, that any person who, otherwise than in accordance with the provisions of the Bill, or some other enactment for the time being in force, distrains any produce of a tenant's holding, or interferes with the harvesting of a crop, shall be deemed to have committed criminal trespass within the meaning of the Penal Code; and section 186 imposes a penalty which may extend to three months' imprisonment, or two hundred rupees fine, upon any person who benefits by, or is interested in, the commission of an offence under section 185 if, having reason to believe that the offence was likely to be committed, he has not used all lawful means in his power to prevent its commission.

112. Section 187 empowers the Local Government to suspend in any local area, for such time as it thinks proper, the sections which entitle a landlord to distrain.

CHAPTER XIV.—*Special rules of procedure applicable to Suits between Landlord and Tenant.*

113. Sections 191 to 198 are intended to embody all those modifications of the ordinary procedure proposed by the Rent Commission and the Government of Bengal, which seem likely to expedite, in any material way, the disposal of suits between landlords and tenants.

Sections 191 to 197 apply to—

(*a*) suits for recovery of rent;
(*b*) suits for penalties claimable under any provision of the Bill; and
(*c*) suits to recover possession of land.

They provide that, in such suits, the summons shall, as a rule, be issued for the final disposal of the case; that the summons may be served by a registered letter; that no written statement shall be filed without the leave of the Court; that the provisions of the Code of Civil Procedure relating to interrogatories, discovery and affidavits shall not apply; that, whether an appeal lies or not, a simple memorandum of the substance of the evidence, such as is prescribed by the Code for unappealable cases, shall suffice; that, as a rule, execution may issue on the oral application of the decreeholder at the time the decree is passed; and that section 305 of the Code, which enables a judgment-debtor to obtain a suspension of an order made for the sale of his immoveable property, and sections 320 to 325C, which provide for the transfer of decrees to the Collector for execution, shall not apply.

114. A further simplification of the procedure is effected in suits for arrears of rent and for penalties (involving no question of title or of a right to enhance or vary rent) by taking away (section 198) the appeal in such cases from—

(*a*) a decree or order passed by a District Judge, Additional Judge or Subordinate Judge, where the amount claimed does not exceed Rs. 100; and
(*b*) a decree or order passed by any other judicial officer specially empowered by the Local Government, where the amount claimed does not exceed Rs. 50.

In so far as regards the class of cases marked (*a*), the Bill merely reproduces the existing law, with this difference, that it extends the rule to decrees and orders of Subordinate Judges, who, it is thought, may now safely be entrusted with final jurisdiction in cases of this class.

The extension of the provision to the class of cases marked (*b*) is based on a proposal of the Rent Law Commissioners supported by the Local Government. The Rent Commissioners would have fixed the limit of value in such cases at Rs. 10, but the Lieutenant-Governor, who must be regarded as the best judge of the qualifications of his officers, has recommended that it should be raised to Rs. 50, the limit fixed by the present Bill.

115. It will be observed that the final jurisdiction in this class of cases will be exercised only by specially selected officers, and that a power of revision is reserved to the District Judge by the proviso to the section.

116. Section 199 is completely new. It is intended for the benefit of a landlord in a suit for an arrear of rent, when, as sometimes happens, the defendant admits that the arrear is due, but pleads that it is due not to the plaintiff but to some rival claimant. In such a case, it seems only reasonable that the tenant should pay the amount of the rent into court; and the Bill accordingly provides that the court shall refuse to take cognizance of his plea unless he does so.

117. It is hoped that, when the measure comes to be fully discussed, other expedients for simplifying the procedure in rent-suits may be discovered, but with the exception of those above referred to, none have hitherto been suggested which the Government of India would be prepared to accept. As regards the possibility of devising any effectual procedure analogous to that on negotiable instruments under Chapter XXXIX of the Code of Civil Procedure, or any other form of summary or provisional remedy, the whole history of such remedies both in this country and elsewhere is against it.

A summary form of procedure can scarcely help a plaintiff unless his case is of the simplest description, admitting of being answered only in the simplest way, and he comes into Court armed with documentary evidence of so reliable a character that the presumption against any defence being possible is extremely strong. In such cases the Court may very properly, and with great advantage to the plaintiff, be empowered to decline to hear the defendant, and to decide against him summarily and provisionally, unless he pays the amount of the claim into Court or gives security for it. But what advantage could be hoped for from a procedure of this description in rent-suits in Bengal, which admit of the most varied and complicated defences, in which the evidence on both sides is usually of the most worthless character, and charges of forgery and perjury almost common forms in the pleadings? If the legislature consented to provide such a procedure for rent-suits, it would probably feel bound to surround it with so many safeguards that the plaintiff would gain nothing by adopting it; and, even if such safeguards were dispensed with in the Act, the Courts would naturally be so cautious about refusing leave to defend or requiring security from a penniless raiyat, that the so-called summary remedy would cease to be summary, and, like the summary suits of former days in some parts of India, become as lengthy and complicated as an ordinary suit, with the further disadvantage of not being final.

118. The truth would seem to be that facilities for recovering rents in Bengal should be sought for, not so much in novel forms of procedure as in a reliable record of tenancies and their incidents, and a simple mode of adjusting rents; in other words, by going to the root of the disputes which, though they may not always come to the surface, are believed to underlie a very large proportion of the contested rent-suits. If this view is correct, the provisions of the Bill regarding the preparation of tables of rates, settlement of rents and framing of records-of-rights, and those regarding receipts and accounts, may reasonably be expected to remove most of the difficulties of which the landlords now complain.

119. Section 200, following the Bill proposed by the Rent Law Commission, enacts that an application for the execution of a decree for arrears obtained by a landlord shall not be made by an assignee of the decree, unless the landlord's interest in the land has become vested in that assignee.

120. Section 202, relating to relief against forfeitures, is based on section 14 of the Conveyancing and Law of Property Act, 1881. It enacts that a suit for ejectment of a tenant, on the ground of his having forfeited his interest by breach of a condition, or the like, shall not be entertained unless the landlord has given the tenant an opportunity of paying compensation and remedying the breach when it admits of remedy, and that, when a decree is passed in such a suit, it shall not be executed until the defendant is allowed a similar opportunity of repairing or atoning for his wrongful act.

121. The Rent Law Commissioners observe that "there are in the existing law no provisions regarding the away-going crop, and as a natural consequence, when a tenant is ejected while the crop is on the ground, the right to this crop is a constant source of dispute and litigation." Sections 203 and 204 of the Bill have been framed to meet such cases. They provide in effect, that it shall be in the option of the landlord to purchase the crop from the raiyat at a valuation, or to allow him to retain possession of the land at a reasonable rent till he gathers the crop. Similarly, when the raiyat has prepared the land for sowing before the date on which he is ejected, section 203 provides that he shall be entitled to receive from the landlord the estimated value of the labour and capital expended by him in preparing the land, together with reasonable interest on the same. These sections are, however, guarded by a proviso that a raiyat shall have no claim under them when, after the commencement of the ejectment-proceedings, he has cultivated or prepared the land contrary to local usage.

122. Sections 205 and 206 require the Court in all suits and proceedings for ejectment to inquire into and adjust all claims between the landlord and the tenant. This provision will, it is believed, be found useful as tending to prevent a multiplicity of suits.

123. The origin and object of section 207, which provides for the institution of suits to determine the status of a tenant or the incidents of a tenancy, will be best explained by an extract from the report of the Rent Commissioners. After referring to the provisions of the existing law regarding suits for pattás and kabuliyats, they thus continue:—

"We have just observed that very little use has been made of these provisions by those for whose benefit they were intended. This observation was more particularly concerned with

their use as a means of reducing to writing the conditions regulating the relation of landlord and tenant. There is, however, another purpose for which they might have been used, that is, as a means to obtain an authoritative settlement of some essential question connected with the tenancy and in dispute between the parties thereto; the rate of rent, for example, or the quantity of land held by the tenant. The landlord may contend that the raiyat holds twenty bíghás of land, while the raiyat declares that he has but fifteen. Year after year the contention is renewed. The landlord threatens a measurement, which the raiyat, afraid of a venal *amín* and a varying pole, desires to avoid. A bribe to the *gomáshta*, or compliance with some petty cess, defers the final settlement of the question for a year: and the following year it arises again, perhaps deterring the raiyat from going to his landlord's *kachahrí* to pay his rent, lest he should be subjected to a demand, the justice of which he will not admit. Or, some fields in the raiyat's holding are by him maintained to be second class rice-land and assessable with the prevailing or usual rate for land of this class, whilst the landlord avers that they are first class rice-land and should pay a higher rent. At every rent-day the point is discussed; and in a country where any discussion is prone to beget a wrangle, seldom conducted with a seemly choice of expressions, an amount of irritation is kept up, which is not in harmony with the friendly relations which should exist between a landlord and his tenantry. It is very desirable that facility be afforded for the ready settlement of questions like these, which are constantly arising in this country, more specially in consequence of the absence of boundaries and fences, and the want of an exact survey upon an uniform standard. It might have been thought that the landlord in the first case could easily have the questions settled by tendering a pattá and demanding a kabuliyat for twenty bíghás; and the landlord, in the second case, by tendering a pattá and demanding a kabuliyat for the field as first class rice-land: but if the land turned out to be nineteen and a half bíghás instead of twenty, or one of the fields was found to be of some middle class kind of land, the suit, according to the decision of the highest tribunal in India, must fail, and the parties be sent away, the real question in dispute unsettled, and their feelings roused and embittered by litigation.

"Thus these provisions of the existing law have become ineffectual for the only purpose for which the people cared to use them, and for which they might have been beneficially used. While omitting what has been found useless in practice, we have endeavoured to supply the want thus indicated by experience. Section 151 of the draft Bill accordingly allows either landlord or tenant to sue for the determination of any such questions which may arise between them. A copy of the decree passed in the case will have all the effect of a pattá or kabuliyat upon the point which the parties themselves wish to have determined."

CHAPTER XV.—*Sale of transferable Holdings in execution of Decrees for Arrears due on them.*

124. The provisions of this chapter are made applicable to all transferable holdings, including such tenures as are transferable, occupancy-holdings, and bastu holdings under Chapter VII, and involve, in certain other respects, substantive changes in the existing law.

The most important of those changes will be best explained in the words of the Rent Commissioners, with whom it originated:—

"The object," they say, "of making sub-leases and incumbrances voidable upon the sale of a tenure for arrears of rent is, that the superior landlord's security for his rent may not be impaired. If the sub-leases and incumbrances of a tenure have not absorbed so much of the tenure-holder's profits as to render the interest left him insufficient to meet the rent which he pays to the proprietor of whom he holds his tenure; if the tenure, subject to these sub-leases and incumbrances, will sell for a sum sufficient to satisfy any decree that can be passed for arrears of the rent payable by the tenure-holder, it cannot be said that the proprietor-landlord's security for his rent has been impaired so far as to bring the case within the above object. The right of sub-letting and creating incumbrances belongs to every tenure-holder: such is the common law of the country. So long as the landlord is certain of the rent to which he is entitled, he cannot justly complain of the exercise of this right, or claim to interfere with it: When, however, the exercise of the right extends so far as to endanger the landlord's rent, to impair the security for such rent afforded by the sale of the tenure by public auction, the case is altered, and the landlord may reasonably demand that these sub-leases and incumbrances be avoided, which have rendered the remaining interest of the tenure-holder an insufficient security for the rent payable by him.

"In this view of the matter, we have enacted that a tenure, under-tenure or occupancy holding, about to be sold in execution of a decree for arrears of its own rent, shall first be put up to auction subject to certain incumbrances, and, if the sum bid is sufficient to liquidate the amount of the decree and costs, shall be sold subject to such incumbrances. If the highest amount bid is not sufficient to liquidate the decree, the decree-holder, that is, the landlord, may then claim to have the tenure, &c., sold free of incumbrances. Such sale is not to be had immediately, but upon a subsequent sale-day not less than fifteen or more than thirty days afterwards; and a notification of such tenure being about to be offered for sale free of incumbrances must be posted upon some conspicuous place upon the land of the tenure. The effect of these provisions will be that persons who hold sub-leases and incumbrances will not be endamaged if the bidding on the first sale-day reaches an amount sufficient to satisfy the decree, and the tenure is in consequence sold subject to incumbrances. If, on the other hand, the bidding on the first sale-day does not reach an amount sufficient to satisfy the decree, such persons will have time to protect themselves from injury by paying in the amount of the decree (which they can subsequently recover from the defaulter), and so preventing such a sale of the tenure as will avoid incumbrances."

125. Among the objections to the scheme thus propounded by the Commissioners was one to the effect that it was unsuited to the case of occupancy-holdings. This objection is admitted by Mr. Reynolds and by the Government of Bengal to be as a rule well-founded, inasmuch as an ordinary occupancy-holding is not likely to be saddled with incumbrances which should be respected at a sale. It appears, however, that there are, in some parts of the country, occupancy holdings of large extent, the land of which is sub-let on such terms that the interest of the lessee is of considerable value. Under these circumstances, the proper course appears to be that proposed by the Government of Bengal, namely, that occupancy holdings should as a rule be sold at once with power to annul all incumbrances, but that the Local Government should have power to direct that the occupancy holdings in any local area should be in the first instance put up subject to incumbrances as if they were tenures; and it is on these lines that the present Bill is drawn.

126. The general outline of the chapter will be clear from what has been said, but there are certain details of sufficient importance to call for further explanation. In the first place, it should be stated that the word "incumbrance" is used throughout in a special sense. When it is said that a holding will be sold "free of incumbrances," or as the Bill puts it, "with power to avoid incumbrances," it is not meant that it will be discharged free of everything that might in the wide sense of the word be termed an "incumbrance."

The following interests, which might be termed incumbrances, will not be affected by any sale under this chapter:—

(*a*) a tenure existing from the time of the permanent settlement;
(*b*) a tenure recognized by the settlement proceedings of any current temporary settlement as a tenure at a rent fixed for the period of that settlement;
(*c*) a tenure of land whereon dwelling-houses, manufactories or other permanent buildings have been erected, or permanent gardens, plantations, tanks, canals, places of worship or burning or burying grounds have been made;
(*d*) a right of occupancy;
(*e*) a right conferred on an occupancy tenant to hold at a rent which was a fair and reasonable rent at the time the right was conferred; and
(*f*) any right or interest which the landlord has expressly and in writing given the tenant permission to create.

The last three of these are protected in similar sales under the existing law, and the first three have been added, because such interests, being protected under a scale for arrears of revenue, would seem to be *a fortiori* entitled to protection under a sale for rent.

127. Again, when the Commissioners propose that the holding shall be put up in the first instance subject to incumbrances, they do not mean that it should be sold subject to all incumbrances, but only to such incumbrances as have been created by a registered instrument, of which a copy has been served on the landlord. This limitation they considered necessary to prevent sham incumbrances being fraudulently set up after the sale.

128. The Bill has been drawn in accordance with these views, and accordingly, if it becomes law, the result will be—

(*a*) that the interests referred to in paragraph 126 will be protected in the case of all sales;
(*b*) that, in the case of sales subject to encumbrances, the protection will extend also to incumbrances created by registered instruments, of which a copy has been served on the landlord; and
(*c*) that, except as stated in (*a*) and (*b*), the holding will be sold with power to avoid all liens, sub-tenancies, easements and other rights or interests created upon it by the tenant in limitation of his own interest.

129. An incumbrance will not become void *ipso facto* on a sale under this chapter. It must be annulled by a notice served on the incumbrancer through the Collector within one year after the purchaser first has knowledge of the incumbrance. It may be added that it is proposed by separate legislation to apply a similar rule to the case of sales for arrears of revenue.

130. When an order for the sale of a holding is passed under this chapter, nothing will stop the sale, unless the amount due is paid into Court or the decree-holder acknowledges that his claim has been satisfied.

131. When any person having in a holding advertized for sale under this chapter an interest which would be voidable upon the sale, pays into Court the amount requisite to prevent the sale, he will, with a view to the recovery of his money, be placed by section 218 in the position of a mortgagee of the holding with a first charge and a right to possession. If he is an inferior tenant of the holding, he will have a further remedy under section 219 which entitles him to deduct the amount from his rent.

132. The only other provision of this chapter which need be mentioned is section 220, which permits the decree-holder to bid at the sale without the permission of the Court, and precludes the judgment-debtor from bidding.

Chapter XVI.—*Limitation.*

133. The only provision of this chapter calling for notice is section 225, under which disability will not be recognized as affecting the running of limitation in suits for the recovery of rent. This is in accordance with the recommendation of the Rent Law Commissioners.

"We think," they say, "that a minor ought not to be competent on coming of age to sue a ryot for rent, which had accumulated during the whole period of his minority; that this kind of debt, which a poor man usually discharges year by year out of the produce of the year, ought not to be allowed to accumulate; and that, if the manager of a minor's estate neglects his duty of realizing rent as they fall due, the minor's remedy ought to be in an action for damages against such manager."

G. P. ILBERT.

D. FITZPATRICK,

The 2nd March 1883. *Secy. to the Govt. of India.*

W. LeB. and others.—Reg. No. 7764 and 9086C—C00—10-11-83